



Terms of Technical Support and Warranty

Rev. 20.625 Americas
May 13, 2020 Media Excel, Inc.

This Agreement shall commence upon the Effective Date, as established by the Covered Product(s) date of shipment, by and between Media Excel, Inc. (MEXL) and the Customer.

1. DEFINITIONS

1.1 “Agreement Year” means the twelve-month period following the Effective Date of this Agreement and each successive twelve-month period thereafter that the Agreement remains in effect until terminated as provided herein. The Effective Date shall be the delivery date when the product(s) have been delivered to the designated place specified in the corresponding Purchase Order. For Reseller, the Effective Date shall be the delivery date to the end customer premises. However, the delivery date at the end customer site should not exceed 2 weeks from the delivery date to the reseller site. If there happens to be an unusual delay in transport and customs, Customer may notify MEXL in writing.

The Effective Date will vary for items shipped on different dates, regardless of whether they comprise a single or multiple purchase orders.

1.2 “Bug Fixes” are corrections, patches, and workarounds to problems or errors occurring in the software, which have been reported, are reproducible, and cause any of the Covered Software to not perform per its published specifications.

1.3 “Covered Products” means Covered Hardware and Covered Software collectively shipped on the same date and sold by MEXL. This Agreement applies to each individual product separately and must be purchased as such.

1.4 “Covered Software” means unmodified object code/executable software including system/OS environment, which is provided to the Customer and developed by MEXL. Covered Software includes Maintenance Updates and other software Releases provided to the Customer without additional charge in accordance with the terms of this Agreement. Covered Software excludes any software from third parties except as provided by MEXL pre-installed on Covered Hardware and any software intended for diagnostic and development purposes (e.g., Software Development Kits).

1.5 “Covered Hardware” means hardware that is purchased by the Customer from MEXL. This does not include any third-party equipment distributed by MEXL.

1.6 “Software version” is defined as: version <major>.<minor>.<maintenance>.<patch>

1.7 “Feature Release” means a new issuance of any of the Covered Software where there is a change in <major> version number. This corresponds to new or significantly enhanced functionality. In general, Feature Release is considered to be a new product that may not be backward compatible with previous versions in its operation, configuration, architecture, API form, etc.

1.8 “Enhancement Release” means a new issuance of any of the Covered Software where there is a change in <minor> version number. This includes (1) enhancements to existing features; and/or (2) minor additions in functionality compared to the previous issuance; and/or (3) the addition of features to meet published specifications; and/or (4) Bug Fixes.

1.9 “Maintenance Update” means a new issuance of any of the Covered Software where there is a change in <maintenance> or <patch> version number. This typically includes Bug Fixes.

1.10 “Software” means instructions for effecting the operation of a computer or like device including any modification, updates or additions which may be supplied by MEXL to the Customer, in object code or executable form in any medium, such as disks or optical media; and related materials such as flow charts, logic diagrams, manuals, and other documentation which are provided by

MEXL to its customer.

1.11 “Releases” means Enhancement Releases, Feature Releases and Maintenance Updates, collectively.

2. EQUIPMENT COVERED

The services covered by this Agreement shall pertain to all Covered Software Features and Covered Hardware as listed in the purchase order.

3. COVERED HARDWARE

3.1 Right to Refuse Support. MEXL reserves the right to decline support if the Customer has delinquent payments for Products or Services.

3.2 Hardware Replacement/Repair. In the event that MEXL’s diagnostic efforts reveal Covered Hardware has failed and that such failures threaten the integrity of the Customer’s system, then MEXL will dispatch appropriate substitute equipment, at MEXL’s discretion, to the Customer’s site within sixteen (16) business days, per the conditions below. The Customer is responsible for requesting an RMA number from MEXL prior to returning the defective part(s), agreeing to MEXL’s RMA Policy (Section 9), any taxes or duty relating to the replacement hardware and conducting any installation and configuration of any replacement parts. The returned part(s) must clearly display the RMA number assigned by MEXL. Returned equipment may be subject to screening for misuse, or other charges not covered under this contract. Such installation does not void this Agreement as long as the component(s) replaced are warranted by MEXL to be customer replaceable; however, any damage incurred to Covered Hardware as a result of said replacement is not covered under this Agreement, and the Customer shall be liable for any related part or service costs.

3.3 Repair Time. Once an RMA is received, the committed turnaround time for repair to be made and return shipment to Customer under this Silver Support agreement is sixteen (16) business days. However, shortages from 3rd party suppliers may prolong the turnaround time, when MEXL will notify before proceeding with the RMA.

3.4 Parts. Replacement parts provided by MEXL may include new or refurbished parts and shall become the property of the Customer. Parts for which replacements have been provided shall immediately become the property of MEXL and be returned to MEXL upon replacement. Should the Customer not return the defective parts within fifteen (15) calendar days from the date of issue of the RMA, the Customer will be invoiced for and liable to pay the current MEXL list price for all replacement parts not returned within fifteen (15) days. MEXL shall not replace consumable or regularly replaced components such as cables, connectors, and similar items.

3.5 Site Visit. Site visits to any of the Customer’s premises are beyond the scope of this Agreement, except at the sole discretion of MEXL. On-site visits can be arranged by the Customer for a separate charge as needed. A retainer with advance payment may be required.

3.6 Site Environment. Covered Hardware is designed to operate within specific power, temperature, and humidity ranges. The Customer is responsible for adhering to these and any other equipment operating conditions as specified in the applicable User Guide. MEXL reserves the right to assess the environmental conditions for the equipment in conjunction with a service visit. If any conditions are not met, MEXL shall have the right to terminate this Agreement after the Customer has had reasonable time to correct them. Regardless, the Customer is responsible for all repair and service costs associated with equipment deemed by MEXL to have failed due to site environmental conditions

4. SOFTWARE

4.1 Maintenance Updates. Maintenance Updates may be devised by MEXL and installed either by MEXL or Customer in order to correct defects in Covered Software. These releases are mainly for bug fixes. When such Maintenance Updates resolve a Customer problem, the Customer shall agree to the installation of such Maintenance Update as necessary to resolve the problem.

4.2 Enhancement Releases and Feature Releases. MEXL will notify the Customer of new Enhancement Releases and Feature Releases as they are released by MEXL and a description of any necessary hardware upgrades which are required, if any. MEXL will

offer hardware upgrades to the Customer at its then current price for such hardware upgrades. At the Customer's request, MEXL will provide the Customer a written quotation for the supply and installation of the new Enhancement Release or Feature Release hardware and software. The Customer has the option to have MEXL install new Enhancement Releases and/or Feature Releases at MEXL's then-current labor charge and at its then-current price for such new Enhancement Releases and/or Feature Releases.

4.3 Support for Prior Releases. If the Customer chooses not to implement a new Feature Release or Enhancement Release, MEXL shall support the last Enhancement Releases. If the Customer chooses not to implement a new Maintenance Update, MEXL shall support only the last Maintenance Updates.

4.4 Software Archives. Customer shall retain one (1) archival copy of any Covered Software for safekeeping and to constitute a backup copy in the event that the installed Software is damaged or destroyed. This copy will be furnished by MEXL at time of shipment of Covered Products.

4.5 Software Upgrades. Only Covered Products as defined herein are eligible for software upgrades as appropriate. Maintenance Updates are available at no extra charge, whereas Enhancement and Feature Upgrades may require a separate charge and/or additional hardware. Some new features within an Enhancement Upgrade may be provided under a separate license control. Note that access to software upgrades does not obligate MEXL to perform the aforementioned upgrade.

5. ADDITIONAL SUPPORT

5.1 Documentation. Customers with Covered Products will be granted access to Covered Product user guides, application notes, FAQ's, and other support documentation. Additionally, Customers with a Covered Product are provided access to additional troubleshooting guides and materials via MEXL's website via a secure password.

5.2 Training. MEXL offers all Customers with Covered Products system operations training. This training is required for all Customer contacts designated to interface with MEXL service representatives. Either the general or a customized MEXL course will satisfy this requirement. Contact your MEXL Sales Representative for a quotation or the latest course pricing.

6. DIAGNOSIS AND RESPONSE

6.1 Support Portal. Customers with Covered Products shall create Customer's account with MEXL support portal by providing an email account or multiple email accounts. In the event that the Customer perceives a defect in the operation of any Covered Products, The Customer shall promptly contact MEXL by logging into MEXL support portal and issuing a support ticket. The Customer is responsible for providing any documentation or log files requested by MEXL to troubleshoot the issue in addition to any other information such as reproduction scenarios, unusual operating conditions, etc. A live Service representative may contact the Customer when the customer reaches MEXL via the agreed Service telephone numbers and/or emails/support portal as shown below. All information supplied by the customer will be treated as confidential and not disclosed to third parties without the express permission of the customer unless such third parties are directly involved with MEXL in diagnosing the issue.

Support contact:

- Support Portal: <http://support.mediaexcel.com>
- E-mail: support@mediaexcel.com
- MEXL Numbers: +1-512-502-0034 (US) / +82-2-598-2153 (South Korea)

Working hours

- US Office: 09:00 AM - 5:00 PM CST/CDT (GMT-5), Mon-Fri
- S. Korea: 10:00 AM - 6:00 PM GMT+9, Mon-Fri

6.2 Support Extent. The total number of requests for support by the Customer, whether via telephone, email, or any other means, shall not exceed twenty (20) contacts or ten (10) man-hours of activity for any given calendar month by MEXL or its designated representatives. Any requests over and above these limits shall be billed at MEXL's then-current labor rate.

6.3 Remote Diagnosis. In the event that MEXL is unable to diagnose the defect perceived by the Customer via telephone/email conversations or diagnostic logs, MEXL shall then exercise appropriate diagnostic routines via the network interface, which is on

the Customer's premises if available.

6.4 Provision for Network Access. At the Customer's option, the Customer will make available an externally available network interface, which shall be used for purposes of allowing MEXL to only conduct diagnostic efforts on Covered Products. Customers shall make arrangements for an appropriate connection and shall bear the cost of installing and maintaining such connection as necessary to keep the interface in operation. Customers shall be responsible for all costs in connection with the provision of the connection including the cost of the network equipment such as modem, 3G/4G/5G router, VPN installation, rental and usage charges. If Customer security protocols prevent access by network interface, a remote access method shall be used such as Remote Desktop, TeamViewer, WebEx, Skype, and equivalent. If remote access is declined MEXL shall consider the support request closed.

6.5 Site Visit. Site visits to any of the Customer's premises are beyond the scope of this Agreement, except at the sole discretion of MEXL. On-site visits can be arranged by the Customer for a separate charge as needed. In the event that the defect is diagnosed as a defect in Covered Hardware, MEXL will arrange to have a replacement item delivered as specified in Section 3 above.

7. RESPONSIBILITIES OF THE CUSTOMER

7.1 The Customer shall provide MEXL or its designated representatives with the following:

- a. Access to Covered Products for the purposes of troubleshooting and/or maintenance unless the Customer waives the right to support for those Products.
- b. For on-site visits, adequate working space, and facilities within reasonable proximity to the Covered Products to facilitate maintenance and replacement thereof.
- c. Access to and use of all information and facilities that are determined necessary by MEXL or its designated representative to service the Covered Products.
- d. Access to the diagnostic network interface and associated network and/or telephone lines, 3G/4G/5G router, VPN, etc. specified in Section 3, if made available.

7.2 Qualified Personnel. The Customer must provide an updated list of MEXL-trained or otherwise MEXL approved personnel that shall interface with MEXL service representatives for troubleshooting purposes. MEXL may require these individuals to run MEXL-supplied diagnostic programs.

7.3 Work Area. If an on-site repair visit is required, the Customer shall designate a work area at the site, which is reasonably acceptable to MEXL. This area must include adequate open bench workspace, adequate power and lighting, and access to a telephone and Internet. MEXL will charge the Customer, at its then current labor charge, for time spent waiting for facilities or Covered Products to be made available.

7.4 Preparation. Customer shall be responsible for the following as a condition to receiving services under this Agreement:

- a. Maintaining a log including the serial number, system name, and current failure symptoms of each item of Covered Hardware and Covered Software exhibiting the failure. Such information shall be provided to MEXL upon request as a condition to resolving any problems.
- b. The Customer shall at all times have responsibility for providing documentation, log files, and data files, as required.

7.5 Other.

- a. All calls to MEXL's help desk will be made only by employees of the Customer who have completed the MEXL training course for the applicable Covered Hardware or who are otherwise approved by MEXL, and at least one such person must be available at all times during service visits to the site by MEXL technical representatives.
- b. The Customer shall not operate any software on the Covered Hardware, with the exception of software that has been supplied by MEXL or approved in writing. The use of non-MEXL or non-approved software on such systems shall automatically terminate coverage of the Covered Products under this Agreement.
- c. The Customer shall be responsible for taking any corrective actions(s) to comply with MEXL's site environment requirements. MEXL shall have the right to decline to provide maintenance or other services under this Agreement to a site unless and until its requirements are met.

8. WARRANTY UNDER SUPPORT AGREEMENT AND LIMITATION OF LIABILITY

8.1 MEXL warrants that service under this Agreement shall be performed in a good and workmanlike manner by individuals who

are knowledgeable in the operation of the Covered Hardware and Covered Software.

8.2 MEXL warrants that it will maintain the Covered Products to be free from materials defects in workmanship and materials and to conform to the Published Technical Specifications which have been purchased at the time the Covered Product was shipped provided the Covered Products are used under normal operating conditions and in accordance with MEXL's and any third-party supplier's instructions.

8.3 MEXL will repair or replace, at its option, any Covered Product and re-perform any services which fail to satisfy this Warranty, unless the failure was the result of: improper installation, maintenance or use; abnormal conditions of operational attempted modification by the Customer; or an act of Force Majeure. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY IS THE REPAIR OR REPLACEMENT, AT OUR OPTION, OF THE FAILED PRODUCT OR REPERFORMANCE OF SERVICES. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES TO CUSTOMERS OF THE CUSTOMER.

8.4 EXCEPT FOR CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, CAUSED BY PRODUCTS FURNISHED HEREUNDER, MEXL SHALL NOT BE LIABLE TO THE CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE USE OF ANY PRODUCT OR SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS, INCLUDING ANY ACTS OR OMISSIONS BY SUBCONTRACTORS OF MEXL. IN NO EVENT SHALL MEXL'S LIABILITY HEREUNDER EXCEED THE TOTAL ANNUAL FEES PAID HEREUNDER DURING THE PRECEDING TWELVE (12) MONTH PERIOD.

8.5 Notwithstanding any other provision of this section, MEXL shall have no liability for any infringement arising from or occurring as a result of:

- a. Use of the Release in combination with other items, unless MEXL sold, made, or specifically recommended them all as a combination, or
- b. Incorporation of a specific design or modification at the request of the Customer, or
- c. Failure by the Customer to implement changes, replacements, or new releases recommended by MEXL and made available at no cost to the Customer, where the infringement would be avoided by such changes, replacements, or new releases.

8.6 This Section 8 sets forth the entire liability of MEXL to the Customer with respect to the infringement of intellectual property by the Covered Product, and MEXL makes no warranty of non-infringement, express or implied.

9. RMA Policy

- a. All Support/RMA request forms must be completed in order to obtain an RMA number.
- b. Return the product in its original packaging. MEXL does not provide boxes for RMA shipment, and any damages during transport from inappropriate packaging will not be covered and may be subject to be charged.
- c. RMA number must appear on the packaging.
- d. Shipment cost for the product to/from MEXL will be on Customer's expense. Ensure the shipment or accept the risk of loss or damage during shipment.
- e. RMA request with missing or incorrect serial number(s) may result in a delayed process or a rejection of request
- f. Products received with no RMA number may delay processing or refusal (MEXL will not be responsible for items received without proper information)
- g. Products will either be repaired or replaced at MEXL's discretion
- h. Replacements may include new or refurbished products (Replacements will be for the exact or equivalent product)
- i. Average turnaround time will be thirty (30) days for warranty items or sixteen (16) days for Silver Support commencing upon receipt of product
- j. RMA numbers will be valid for thirty (30) days after issued date
- k. For consecutive violation for No Trouble Found (NTF), a testing fee per NTF Product may apply

10. Length of Hardware coverage Under Support Agreement

- a. Hardware coverage under the support agreement shall be offered up to 3 years from the original shipment date.

- b. Support of a unit after its 3rd anniversary shall be switched to software and technical support only, not covering hardware failure.
- c. Repair of hardware failure after the 3rd anniversary of a unit shall be requested to MEXL. MEXL will charge the cost for repair, shipping and handling, and travel.
- d. Software and technical support include Maintenance Updates. Refer to Section 4.1.

11. CHARGES AND PAYMENT

11.1 Service shall be charged at the then-current technical support rates and the price lists shall be provided to the Customer upon request. Service charges shall not include any applicable state sales tax.

11.2 All payment will be in U.S. Dollars. Payment terms are in accordance with the Sales Agreement as it may be amended by the Financing Agreement attached as an Exhibit thereto.

11.3 MEXL may elect to charge the Customer for any associated support costs, including travel expenses plus elapsed travel time, at the then-current MEXL rates in the following circumstances:

- a. Any false call where the reported fault is clearly identified as being due to operator error.
- b. Any call out where the fault is clearly identified as being due to a fault in other manufacturer's equipment not being administered by MEXL under this contract.
- c. In the event that Covered Products are not made available to the dispatched technician or system support engineer during a pre-arranged visit.
- d. In the event that the site environment requirements for the Covered Products are not met.
- e. In the event that a MEXL-trained or otherwise approved Customer representative is not available to assist with any troubleshooting efforts during a pre-arranged visit.

11.4 MEXL reserves the right to suspend any and all support activities, including RMAs, in the event the Customer has delinquent payments outstanding to MEXL.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement shall begin on the Effective Date as specified on page 1 of this Agreement and continue in effect until terminated by either party by providing written notice to the other at least ninety (90) days prior to the end of any Agreement Year or upon termination for cause as provided below.

12.2 Changes to Agreement. This Agreement represents the entire and integrated understanding between MEXL and the Customer in connection with the subject matter hereof, whether written or oral that are not expressly incorporated herein, unless superseded by a specific service Agreement between MEXL and the Customer. No representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing and signed by the parties hereto and expressly referring to this Agreement. MEXL reserves the right to modify this Agreement at its discretion; however, the latest Media Excel Support Agreement in effect on the Effective Date (or latest renewal date, whichever is most recent) is the one applicable to a Covered Product.

12.3 Renewal. This Agreement will be automatically renewed at the then-current renewal rate at MEXL's discretion, unless otherwise notified by the Customer under the terms of the then-current Media Excel Support Agreement within ninety (90) days of expiration. Although MEXL will invoice the Customer as appropriate, it is the Customer's responsibility to ensure Media Excel Support coverage does not lapse.

12.4 Termination for Cause. Should either party fail to meet its obligations as stated herein, during the period of this Agreement, the other party shall give the defaulting party written notice of such failure. The defaulting party shall have thirty (30) days from receipt of said notice to correct this failure. Should the defaulting party fail to correct its performance within the thirty (30) day period, the other party shall have the option to terminate this Agreement by giving written notice following the expiration of the thirty (30) day period allowed for correction.

12.5 Actions Upon Termination. Upon termination of this Agreement: (i) if Customer purchased a hardware appliance (with software pre-loaded) or HERO VS as a permanent license, the usage of the software is not impacted by Termination of this Agreement. (ii) If Customer purchased a subscription or license/lease for a period of time, the Customer shall immediately destroy

all copies of the software referenced in Section 4, above.

13. LIMITED SCOPE & LIABILITY

MEXL shall not be responsible for:

13.1 Damage caused by improper use, tampering, abnormal conditions of operation, acts of God, power failures or surges, head-end signals, spurious radiation, fire, flood, accident, or other event outside of its reasonable control.

13.2 Any damage resulting from repair by persons other than MEXL service personnel or MEXL-certified Service Engineers performing maintenance, repairs, or modifications without prior approval by MEXL. Specifically, MEXL is not responsible for any damage caused by MEXL-trained or otherwise MEXL-approved Customer personnel.

13.3 Service on machines, accessories, or other devices not manufactured by MEXL, other than Covered Hardware. If such damage is determined by MEXL to be the cause of a malfunction in Covered Products, the Customer will be charged a service fee based upon MEXL's then-current labor rates.

13.4 MEXL shall not be liable for any damage caused to Customer's facilities or equipment or for any loss resulting therefrom except for damage to Covered Hardware caused as a direct result of the negligent acts or omissions of its employees, servants and/or agents while on-site at Customer's facilities.

14. ADDITIONAL TERMS

14.1 Transfer of Service Agreement. This Agreement is non-transferable and only applies to the original purchaser of the Covered Product. Any Covered Product transferred or sold to another organization may result in its being excluded from the Service Agreement or an additional charge will be levied for the contracted service unless prior approval in writing has been obtained from MEXL.

14.2 Transferred or Relocated Product. Any Covered Product transferred from the country of initial installation may result in its being excluded from the Service Agreement or an additional charge will be levied for the contracted service unless prior approval in writing has been obtained from MEXL. MEXL shall not be liable for any violations of U.S. export limitations of CAS and encryption algorithms resulting from Customer movement of Covered or Uncovered Products.

14.3 Original Inspection. Any equipment for which the MEXL warranty or service agreement period has expired for more than ninety (90) days and for which the Customer desires coverage under this Agreement, is subject to inspection by MEXL personnel prior to this Agreement becoming effective. The Customer shall reimburse MEXL for all expenses incurred by MEXL in conducting said inspection including, but not limited to, freight, labor, and travel expenses. This Agreement will not become effective until all the Covered Products for which the warranty has expired for more than ninety (90) days are, at the Customer's expense, brought up to MEXL's standards of serviceability, including the most recent software Releases. MEXL will provide such services, parts, and software at its then-current standard rates.

14.4 Force Majeure. MEXL shall not be under any liability to the Customer in respect of delay or failure in performing its contractual obligations arising from industrial disputes, acts of God, fires, earthquakes, delays of subcontractors or suppliers, unusually severe weather, delays caused by governments, or any other causes outside its reasonable control.

14.5 Applicable Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Texas, United States without giving effect to the conflict of laws provisioned therein. The United Nations Convention on International Contracts for the Sale of Goods shall not apply.

14.6 Severability. If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

14.7 Survival. The obligations of both MEXL and the Customer under this Agreement, which by their nature would continue beyond

the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

14.8 Third Party Rights. This Agreement shall inure to the benefit of MEXL and Customer and any successors or assigns of MEXL and Customer. No third party shall have any rights hereunder.

14.9 Reinstatement. If this Agreement expires or is terminated for any reason, the Customer is no longer entitled to any support services or upgrades as described herein as of the termination date except as a separate charge using MEXL's then-current labor rates. If support services are terminated, the Customer may, at MEXL's sole option, reinstate support services by paying any applicable fees and by upgrading all Covered Hardware to the latest Covered Software release supported by that platform.