Teldat Terms and Conditions of Service

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1. Scope and Order of Precedence

These Service Terms and Conditions shall apply to the provision of Services by Teldat to its Customers.

These Service Terms and Conditions shall apply in conjunction with the Teldat General Terms and Conditions of Sale, which supplement these Service Terms and Conditions in all matters not expressly set forth herein.

With respect to the Services, in the event of any conflict or inconsistency among the contractual documents relating to a particular Service Purchase Order or a Product Purchase Order that includes Services, the following order of precedence shall apply:

1. The provisions of any specific agreement between the Parties governing the Services, where applicable.
2. Teldat's Service Proposal, which may include the applicable Statement of Work (SOW) or Service Description.
3. These Service Terms and Conditions.
4. The Teldat General Terms and Conditions of Sale.
5. The provisions of the Purchase Order.

Accordingly, any general terms and conditions imposed by the Customer shall be expressly excluded.

These Terms and Conditions shall apply in all territories and to any Customer that enters into a commercial relationship with the Teldat Group[1].

2. Definitions

2.1. **Service Agreement.** A set of terms and conditions governing the provision of the Services to be provided by Teldat to the Customer as detailed in the Teldat General Terms and Conditions of Sale, these Service Terms and Conditions, Teldat's Service Proposal, which may include a Statement of Work (SOW) or an applicable Service Description, the Service Purchase Order accepted by Teldat, and, where applicable, any agreement governing specific terms and conditions of sale.

2.2. **Service Acceptance Criterion, Milestone or Deliverable**. A set of criteria described in Teldat's Service Proposal demonstrating that a Service, Milestone, or Deliverable substantially complies with the objectives or the test plan defined in the applicable Statement of Work (SOW).

2.3. **Customer Global Service (CGS).** Teldat's technical support center responsible for handling Customer Tickets relating to the Services. It is staffed by senior engineers holding the highest-level Teldat Product certifications.

[1] The Teldat Group refers to any entity directly or indirectly owned or controlled by Teldat Group, S.L.

2.4. **Working Days in Spain and the Rest of the World**. Monday through Friday, excluding national and local public holidays in Madrid and at the location where the Services are provided.

These Working Days shall apply to Customers who enter into a contract with TELDAT, S.A.U., or any other entity within the Group, regardless of their location, unless the Working Days for Central and South America apply to them.

2.5. **Working Days in Central and South America**. Monday through Friday, excluding national and local public holidays in Mexico City and at the location where the Services are provided.

These Working Days shall apply to Customers that enter into a contract with TELDAT, S.A. MÉXICO DE CV and to Customers that enter into a contract with any other entity within the Group and have their registered office in Central or South America.

2.6. **Statement of Work (SOW).** A document that may be included in Teldat's Service Proposal and that defines the Services and Deliverables to be provided by Teldat. After-sales technical support and hardware maintenance are excluded from the Statement of Work (SOW).

2.7. **Service Description.** A document that may be included in Teldat's Service Proposal and that contains a detailed description of the Service and the corresponding Deliverables provided by Teldat, as well as any applicable specific terms and conditions.

2.8. **Deliverables or Milestones.** Deliverables or Milestones that must be delivered or achieved by Teldat as set out in Teldat's Service Proposal, including, without limitation, any report, design document, configuration template, procedure, and/or documentation described as such in the Service Proposal. Each of these will be listed in the Statement of Work (SOW) or Service Description and will be subject to acceptance.

2.9. **Working Hours for Central and South America.** 9:00 a.m. to 6:00 p.m. CST (Mexico City), Monday to Friday, excluding national and local public holidays in Mexico City.

These Working Hours shall apply to Customers that enter into a contract with TELDAT, S.A. MÉXICO DE CV, as well as to Customers that enter into a contract with any other entity within the Teldat Group and have their registered office in Central or South America.

2.10. **Working Hours in Spain and the Rest of the World.** 9.00 a.m. to 6:00 p.m. CET/CEST (Madrid), Monday through Friday, excluding national and local public holidays in Madrid.

These Working Hours shall apply to all companies that enter into a contract with TELDAT, S.A.U. and are located in Spain, as well as to any Customer located outside Spain that enters into a contract with any entity within the Teldat Group, unless the Working Hours for Central and South America apply to that Customer.

2.11. **Critical Priority Incident.** An Incident reported through the corresponding Ticket that affects the entire production network, resulting in a complete interruption of the Service. Examples include:
a) A complete outage of the production network.
b) Catastrophic impact on critical business applications.
c) An interruption affecting more than 80% of active user sessions.

2.12. **High Priority Incident.** An Incident reported through the corresponding Ticket that causes a severe degradation in the operation of the production network but does not result in a complete interruption of the Service. Examples include network instability or frequent connectivity losses affecting the traffic of multiple users.

2.13. **Medium Priority Incident.** An Incident reported through the corresponding Ticket that causes slow Service performance or issues affecting non-critical business areas but does not significantly interfere with day-to-day operations. Examples include slow internal network connectivity or intermittent access issues affecting certain applications.

2.14. **Low Priority Incident.** An Incident reported through the corresponding Ticket for the purpose of requesting information or assistance regarding Teldat Product features or functionality, but which has no impact on the production network.

2.15. **CGS Platform.** An online service portal designed to allow the Customer to register and access the purchased Service in order to create and update Tickets. The support portal is available at https://support.teldat.com/cgs/login.php.

2.16. **Services.** Refers to the professional, technical, or support activities performed by Teldat and requested by the Customer by means of a Purchase Order. The Services shall not include the delivery of Products or Software licenses unless expressly stated by Teldat in one of the contractual documents. The Services may include, without limitation, consulting, installation, configuration, hardware maintenance, remote support, training, and any other services related to the Products supplied by Teldat.

2.17. **Level 1 Support.** The level of support requiring the capability to provide general information regarding Teldat Products and Software; provide assistance with issues identified during the configuration, installation, or upgrade of Teldat Hardware and Software; identify and resolve obvious Hardware issues; identify and resolve known issues through the available documentation; provide solutions to basic interconnection issues; provide basic support for standard software protocols and features; collect network traces and diagnostic data; perform basic troubleshooting; and gather the relevant technical information.

2.18. **Level 2 Support.** The level of support requiring the capability to resolve complex Hardware or Software issues not resolved by Level 1 Support; reproduce issues through laboratory simulations; identify Product defects; define an action plan for issue resolution; prioritize issues based on their business impact; identify the resources required to provide a temporary and/or permanent solution; test the interoperability of Hardware and Software before deployment into the production environment; use advanced trace analysis, diagnostic, and data analysis

techniques; identify and implement workarounds; and provide detailed Incident information to enable its reproduction if escalation to Level 3 Support is required.

2.19. **Level 3 Support.** The level of support requiring the capability to identify and resolve unknown issues; identify and implement workarounds for complex Incidents requiring a specialized level of expertise beyond that provided by Level 1 Support and Level 2 Support; reproduce issues by means of complex laboratory simulations; and act as the interface with the Product engineering team.

2.20. **Ticket.** A record created in the CGS Platform of a Customer request submitted under a Service Agreement, through which the Customer shall provide an adequate description of the reason for requesting Technical Support, together with all technical details necessary to enable Teldat's support team to investigate the Customer's request.

3. Purpose

The purpose of these General Terms and Conditions is to govern the terms and conditions under which Teldat shall provide its Professional Services to its Customers.

These General Terms and Conditions supplement and complement the information contained in Teldat's Service Proposal, which is the document setting out the details of each Service to be provided and incorporates the definitions, terms, and conditions set forth herein.

Teldat undertakes to provide the Customer with the Professional Services described in the Service Proposal by making available all technical and human resources necessary for the proper performance of the tasks associated with each of the Services offered.

4. Customer Obligations

The Customer shall have the following obligations:

(i) Provide Teldat with all information and documentation reasonably necessary for the provision of the contracted Services.

(ii) Cooperate with Teldat in all matters relating to the provision of the Services.

(iii) Where necessary and to the extent applicable, provide all licenses, access rights, and permissions required for Teldat to provide the Services.

(iv) Ensure that all information made available to Teldat complies with the applicable legal requirements and does not infringe any patent, intellectual property right, industrial property right, trademark, or other third-party right.

(v) Take the necessary measures to prevent or resolve any issue or impediment that may prevent the proper provision of the Services.

(vi) Allow Teldat to carry out any inspections, audits, or other actions necessary for the proper provision of the Services.

(vii) Pay for the Services in accordance with the Service Proposal and these General Terms and Conditions.

(viii) Fully comply with any other contractual or legal obligation applicable to the Customer pursuant to the provisions of the Service Agreement.

5. Service Fees

The prices applicable to the Service Agreements are those set out in Teldat's Service Proposal and may be subject to temporary updates or revisions in accordance with the criteria specified therein.

The prices set out in the Service Proposal shall remain valid and shall apply to the Services provided during the period specified therein. Such validity period shall not extend beyond 31 December of the year in which the Service Proposal is issued. A new quotation shall therefore be issued for any work scheduled to be performed in subsequent years.

The provision of the Service does not include charges arising from the provision of complementary services or services not included in Teldat's Service Proposal. Nor does it include extraordinary expenses not included in the Service Proposal or any taxes, duties, levies, or fees that may be applicable under the relevant legislation. Any additional services, expenses, taxes, duties, levies, or fees shall be borne by the Customer. Teldat shall provide a separate quotation for any additional services or expenses requested by the Customer, based on its prevailing market rates.

6. Service Acceptance Procedure

Teldat provides various types of Services that, where expressly provided for in Teldat's Service Proposal, may be subject to an acceptance procedure, particularly where the Service involves the delivery of Deliverables or the achievement of specific Milestones.

The acceptance procedure for Deliverables or Milestones shall commence upon written notice from Teldat stating that the Service has been completed. Such notice shall specify the Deliverables or Milestones associated with the provision of the Service and shall include the corresponding delivery note.

The review and approval process shall be completed within three (3) Working Days following completion of the joint review, unless a different period is specified in the Statement of Work (SOW) or the Service Description.

Once a Deliverable or Milestone has been made available to the Customer, one of the following scenarios may occur:

(i) The Customer accepts the Deliverable or Milestone by written notice within the required period of three (3) Working Days, together with the corresponding delivery note duly signed and stamped. In such case, the Deliverable or Milestone shall be deemed accepted for all legal and regulatory purposes.

(ii) The Customer fails to respond within the required period of three (3) Working Days. In such case, the Deliverable or Milestone shall be deemed accepted by the Customer, who shall have no right to submit any claim in this regard. The same legal and regulatory effects shall apply as if the Deliverable or Milestone had been expressly accepted, and no partial rejection or reservation submitted after the expiry of the above period shall be accepted.

(iii) The Customer objects to or rejects, whether in whole or in part, a particular Milestone or Deliverable within the aforementioned period of three (3) Working Days. In such case, the Customer shall notify Teldat in writing of its objection, setting out, with due justification and on technical and legal grounds, the reasons why the Service or Deliverable does not comply with the agreed requirements. The reasons stated in the Customer's notice shall be based on the Acceptance Criterion defined in the Statement of Work (SOW) or the Service Description.

(iv) Teldat shall assess the notice issued by the Customer in light of the Services actually provided and their compliance with the established Acceptance Criterion.

In the event of any disagreement between Teldat and the Customer regarding whether a Service complies with the applicable Acceptance Criterion, or where the continued provision of the Service depends on such compliance or on a specific approval, Teldat shall be entitled to suspend the affected Services until the reservation or rejection in dispute has been resolved in accordance with Clause 9 of these Service Terms and Conditions.

Any reservations or rejections raised by the Customer must be validated in writing by Teldat.

If, following the Customer's rejection of a Deliverable or Milestone, Teldat determines that the rejected Service does not comply with the applicable review standard, Teldat shall remedy any deficiencies within a reasonable period and shall subsequently resubmit the Service to the Customer for acceptance, together with the corresponding delivery note duly signed and stamped.

The acceptance or rejection of any Service shall not affect any other Products or Services purchased by the Customer that are unrelated to the Services in dispute.

7. Payment Terms

Payment for the Services shall be made in advance of their provision, unless the Parties have agreed in the Service Agreement that payment shall be made after the Services have

been provided. In such case, payment shall be made within thirty (30) days from the invoice date.

Teldat's obligation to commence the provision of the requested Services shall be conditional upon prior payment of any amount due whenever such prior payment is required, whether by express agreement between the Parties or pursuant to these Service Terms and Conditions.

If payment for a Service is agreed to be made after its provision and the Service involves the achievement of Milestones or the delivery of Deliverables, each Milestone or Deliverable shall be invoiced separately. It shall not be necessary for the entire project to be completed before invoicing may commence.

The Customer may not make payment for an accepted Milestone conditional upon the delivery or completion of future Milestones or upon completion of the Service as a whole.

8. Service Warranty

Teldat warrants that the Services shall be performed by competent personnel in a diligent and professional manner, in accordance with industry standards, on a best-efforts basis rather than as an obligation to achieve a specific result. Accordingly, the Customer shall not be entitled to claim damages from Teldat solely on the grounds that the expected result has not been achieved.

Teldat does not warrant that any specific result will be achieved, that the Services will be fit for the Customer's particular purpose, or that the Services will satisfy any expectations other than those expressly set out in the applicable Service Description or Statement of Work (SOW). The Services are provided on an "as is" basis.

Any recommendation, report, configuration, or advice provided as part of the Services is supplied solely for professional support purposes and is based on the information provided by the Customer. The Customer shall remain solely responsible for any business, technical, or operational decisions made on the basis of such recommendation, report, configuration, or advice.

Accordingly, the Customer expressly waives the right to invoke any statutory or contractual warranty not expressly provided for in these Service Terms and Conditions. In all matters not governed by these Service Terms and Conditions, Teldat's liability, both as to the amount recoverable and the types of damage for which it may be liable, shall be subject to the limitations set out in the Teldat General Terms and Conditions of Sale.

9. Temporary Suspension of the Services

Teldat shall be entitled to suspend the provision of the Services, in whole or in part, with immediate effect upon notice (or, where the nature of the circumstances so requires, without prior notice), in any of the following circumstances:

(i) Delay by the Customer in accepting a Milestone or Deliverable.

(ii) The existence of a dispute as to whether a Milestone or Deliverable complies, in whole or in part, with the applicable Acceptance Criterion.

(iii) The existence of a dispute regarding the correctness or amount stated on one or more invoices.

(iv) Delay in the payment of one or more invoices. Such suspension may remain in effect until the outstanding balance has been cleared.

(v) Failure by the Customer to comply with one or more of its contractual obligations.

(vi) Reasons relating to security, risks to the integrity of the network, systems, or data, or as required by a competent authority.

(vii) Force majeure or circumstances beyond Teldat's reasonable control.

During the suspension period, the Customer shall not be entitled to access the affected Service. Such suspension shall not give rise to any right to compensation unless it is attributable exclusively to Teldat and is not justified by any of the grounds set out in this Clause.

Suspension of the Service shall not relieve the Customer of its financial or contractual obligations that remain applicable and in force during the suspension period.

10. Termination of the Service Agreement

Termination of the Service Agreement shall be governed by the provisions set out in the Teldat General Terms and Conditions of Sale.

11. Intellectual Property

All intellectual and industrial property rights in the Works, Deliverables, documentation, and any other results generated by Teldat in the performance of a Service Agreement shall remain vested in Teldat, which represents that it is the lawful owner, licensee, or assignee thereof.

The Customer acquires only a non-exclusive, non-transferable right to use such Works solely for its internal purposes and for the purposes set out in the Service Agreement. No transfer or assignment of rights shall be deemed to exist other than that expressly provided for herein.

The Customer shall not assign, sublicense, disclose, or make the Works available to third parties, nor reproduce or modify them beyond what is necessary for such internal use, without Teldat's prior express written consent.

12. Subcontracting

Teldat may subcontract, in whole or in part, the provision of the Services covered by this Agreement without the Customer's prior authorization.

Teldat shall have full discretion to appoint, replace, or change any subcontractor it deems appropriate, regardless of the country in which the Services are provided.

In all cases, Teldat shall remain liable to the Customer for the proper performance of the Services in accordance with the terms of this Agreement, and the subcontracting of the Services shall not affect or diminish any of Teldat's contractual obligations.

13. Final Provisions

The Customer accepts these General Terms and Conditions upon acceptance of Teldat's Service Proposal and issuance of the corresponding Purchase Order.

The Customer acknowledges that it shall comply with each and every term set forth in these Service Terms and Conditions.

These Service Terms and Conditions shall be reviewed periodically as part of a process of continuous improvement.

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