

**AVAILABILITY GUARANTEE**

Service availability. The objective of ADmira in relation to the availability of the service is of 99.9% of the time of the payment period. ADmira guarantees availability and full functioning 99.00% of the time in the server, player, transfer and product related functionality services, not taking into account planned maintenance tasks and issues related to resource abuse or unwanted use in any of the services offered.

ADmira will make all commercially reasonable efforts to reach or surpass the levels of service agreed upon. If during a 6-month period ADmira is unable to provide the aforementioned 99.00% level of service, the CLIENT will have the right to receive a discount for such a circumstance according to the following table of penalties. The amount may be deducted from the amount to be paid to ADmira in the next invoice of the present contract. The amount may be calculated for each month according to the aforementioned table (calculations made in relation to a 31-day month) provided that there is an impact of more than 1% of the time of broadcast of each player and the number of affected players is over 20% of the CLIENT’s total active players at the time of the calculation. If the availability during a three month period is under 97%, the CLIENT will have the right to cancel the present contract due to a breach in said contract.

Availability	Monthly discount
98.99 – 98.71	5%
98.70 – 98.51	10%
98.50 – 98.26	15%
97.25 – 97.16	20%
97.15 – 97.11	30%
97.10 – 97.00	40%

ADmira’s level of service is made up of two services to be monitored, the online platform and the players’ broadcasts. The calculation of the time of service is made up of two availability values, that of the online platform and that of the broadcast of the players. The real availability factor is worked out based on the following equation:

$$\text{Disponibilidad} = \frac{t_{\text{off Plataforma}} \cdot k + (1 - k) \cdot \left( \frac{\sum_{1..n} \begin{matrix} t_{\text{off n}} , si(t_{\text{off n}} > 1\%t_{\text{total}}) \\ 0 , si(t_{\text{off n}} < 1\%t_{\text{total}}) \end{matrix}}{\text{TotalPlayers}} \right) \cdot \sum_{si(t_{\text{off n}} > 1\%t_{\text{total}})} > 20\%t_{\text{TotalPlayers}}}{t_{\text{total}}}$$

- t<sub>off Platform</sub> = Portal downtime
- k = List /Relationship of importance of the downtime platform – Player (K = 0.2)
- t<sub>off n</sub> =Player broadcast downtime n
- t<sub>total</sub> = Total accountable time period.



## MAINTENANCE SERVICES

ADmira will provide maintenance with no additional cost for the validity period of the present contract. The maintenance tasks are planned according to the minimum impact on our CLIENT's activity criteria, based on the measurement of the least global activity of our Web Hosting and Dedicated Servers, which may vary from one month to the next.

Notwithstanding the aforementioned, ADMira reserves the right to carry out within their reasonable discretion any urgent task not within the maintenance tasks with a view to guaranteeing the provision of adequate service levels of ADMira's systems. If the aforementioned tasks have been notified beforehand, the unavailability periods caused by such tasks will not be taken into account when calculating the levels of service reached.

The software or hardware errors caused by third party intrusion, denial service attacks and DNS servers are excluded from the availability guarantee. On the other hand, the availability guaranty offered by ADMira is subject to the availability of our provider Amazon Web Services in the us-east-1 region's Data Centres.

The time of inactivity of the contents on the screens due to the misuse by the CLIENT's final users will not be taken into account as inactivity time in the calculation of the discounts; this includes but is not limited to badly assigned Playlists, badly configured broadcast schedules, hardware problems, connectivity problems, software installed by third parties, identity theft or faulty facilities. In addition, contents that are inadequate or not supported by the platform are excluded from the inactivity time. ADMira does not offer any guarantee regarding the correct broadcast of contents in formats the software accepts but may include third party code (SWF, JavaScript, HTML, etc.) for they may include malicious or low performance code which could affect the normal broadcast of the player. ADMira can provide the necessary documentation (Good Practices for ActionScript programming) to use this type of contents without broadcasting risks. Following good practices does not ensure a 100% error free broadcast.

In the case of connection loss between the player and the online platform, the player will continue to broadcast the contents it has been able to download up to that point. ADMira will make all the commercially reasonable efforts to reach or surpass the levels of service agreed upon in case of disconnection. The broadcast will continue its course without the connection loss being noticeable for the player's broadcast.

The request for discounts on affected players must be filed within a 30-day period from the day of the incident. The CLIENT will have to send an email to the account [soporte@admira.com](mailto:soporte@admira.com) with the following subject: "Compensación SLA – *Name of the project*", including the dates and times when each detected incident took place and the affected players. ADMira's technical service will be responsible for investigating the incident and will provide the CLIENT with a written report with the conclusions. In case of conflict or disagreement, ADMira reserves the right to grant or dismiss the discount.



## MAINTENANCE TASKS

ADmira will provide maintenance of the provided software with no additional cost during the time of validity of the present contract.

## MAINTENANCE REQUIREMENTS

The following maintenance services will be provided in relation to software, provided that the CLIENT's account with ADmira is in effect.

### FIRST LEVEL SUPPORT

ADmira agrees to provide the following first level support by means of telephone assistance (only in the case of the Pro o Business licence) The mentioned services will be available for the **Business licence from 8 in the morning to 20 in the evening from Monday to Friday** (Except bank holidays in the city of Barcelona (Spain). For the **Premium licence the timetable will be 24/7. This service will not be available** to the remaining licences (**Basic and Trial licences**). If necessary, the first-level support personnel will inform the qualified technical personnel of critical issues for them to be addressed.

### SECOND LEVEL SUPPORT

ADmira agrees to provide the following support for **every type of licence** through the remote user service software (HelpDesk). This service will be **available 24 hours a day, 365 days a year (24x7x365)** through the webpage <http://soporte.admira.mobi> or email address ([soporte@admira.co](mailto:soporte@admira.co)). If necessary, the support personnel will inform the qualified technical personnel of critical issues to be addressed.

## MAINTENANCE AND UPDATES

ADmira will be responsible of software maintenance and will provide the CLIENT with all its updates, improvements, modifications or extensions that are not billable as "modifications" or new functionalities. ADmira will share the analysis of the activity administered through the software and the evaluation of any possible change in the requirements or the functionality of the software with the CLIENT.

Incident memos issued by the second level support personnel will be attended to as fast as possible by ADmira's qualified personnel, who will be in charge of the detection and correction of the possible problems, errors and defects in the software that interfere in its correct functioning.

## CLIENT'S MAINTENANCE OBLIGATIONS:

The CLIENT understands and accepts that in order for ADmira to be able to provide the maintenance services, the CLIENT must provide the following:



The CLIENT must assign a technical contact and a main contact, who will have the authority to request and receive the maintenance services in the CLIENT's name. The CLIENT will be able to change the contact people through a written notification sent to Admira.

The CLIENT will offer total cooperation towards all reasonable requests from Admira regarding information, personnel and time necessary for the provision of maintenance services.

The CLIENT will make all reasonable information and help requested available for the detection, playing and subsequent correction of errors, problems or software defects.

The CLIENT will carry out the adequate procedures for the study of problems which Admira reasonably and exceptionally specifies and will execute the tasks directed to the detection and correction of problems Admira can reasonably request.

The CLIENT must be up to date in the licence payments with Admira under the current fees.

## ERROR CLASSIFICATION

Admira will classify all problems, errors and defects of the software the CLIENT suffers according to the following list of definitions based on the seriousness of the problem, error or defect depending on its impact in the development of the CLIENT's tasks. Admira's appropriate personnel will be in charge of the classification of the seriousness of any incident.

**“Critical failure”** refers to an emergency situation affecting more than 20% of a CLIENT's players and causing a critical impact to the software or hardware which makes the normal functioning of the software impossible. Critical failures are restricted to the following elements.

**“Important failure”** refers to the breakdown of one of the network's components, web hosting services or applications that prevent the CLIENT or the final users from making modifications in the services of the web portal and that affect a minimum of 20% of a CLIENT's players. Important failures are restricted to the following elements:

Player not available for the CLIENT because of broadcasting software and will not broadcast the contents.

**“Minor failure”** refers to any problem in the service which is neither a critical failure nor an important failure, and, with no limits, includes any problem that can be easily prevented or avoided by the CLIENT and is not critical for the normal use of the software. For example:

- Statistics are not viewable.
- Summaries are not viewable.
- The player has no internet connection.

Admira guarantees to the CLIENT that all commercially reasonable efforts will be made to attend to any maintenance request of the CLIENT due to the failure, breakdown, malfunction, defect or non conformity within the 24 hours after receiving any such requests through HelpDesk. (support ticket from the customer area).





## REFERRAL PROCEDURES

- **Critical failure** – ADMira guarantees the resolution of any critical failure within the following 24 hours after the notification of such failure from the CLIENT. If ADMira is not able to repair a critical failure in the next 7 working days after the CLIENT's notification date, the CLIENT will have the right to cancel the present contract and to the payment of 100% of the rates of the current month.

- **Important failure** – ADMira guarantees that all commercially reasonable efforts will be made to repair any important failure in the 48-hour period after the notification of such a failure from the CLIENT.

- **Minor failures** – ADMira guarantees that all the commercially reasonable efforts will be made to repair any minor failure in the 72-hour period after the notification of such a failure from the CLIENT.

Programming errors excluded from the guarantee: The CLIENT accepts that even though during the development phases ADMira will make all commercially reasonable efforts to avoid programming mistakes, error free functioning of the software and normal use of the software without interruptions due to possible internal defects are not guaranteed.

However, ADMira will correct any defect and will make the necessary modifications in order to adapt, from all possible points of view of the software, to the efficiency specifications in the documentation, in consideration of the licence fees.

## USE OF IMAGE RIGHTS

ADMira reserves the right to promote, through their webpage, all networks that use their Digital Signage platform, through the publishing of texts and images of the locations. The installation of ADMira's software implies the acceptance of this right of use of image and commercial brand of clients to promote the sale of their product (Digital Signage software). If a client does not wish to accept this condition, a written request must be sent. In no case will ADMira accept the legal responsibilities or payment requirements for the use of image rights for the promotion of its circuits.

