

**TRANSITION SERVICES AGREEMENT**

This **TRANSITION SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into as of [ ● ], 2022 (the “**Effective Date**”) by and between Univision of Puerto Rico, Inc. (“**Univision PR**”), and Univision Puerto Rico Station Operating Company, a Delaware limited liability company (“**Univision OpCo**”).

**RECITALS**

**WHEREAS**, pursuant to that certain Share Purchase Agreement, dated as of May 9, 2022 (the “**Purchase Agreement**”) by and among HMTV DTC, LLC, a Delaware limited liability company (“**Buyer**”), Univision PR, Univision OpCo and the other parties thereto, Buyer has agreed to acquire all of the issued and outstanding capital stock in Univision PR from Univision OpCo on the terms and subject to the conditions set forth in the Purchase Agreement effective as of the Closing;

**WHEREAS**, Univision OpCo and its Affiliates historically have provided certain Services (as defined below) for Univision PR and Univision PR historically performed certain Services for Univision OpCo and its Affiliates as part of the same consolidated corporate group;

**WHEREAS**, upon consummation of the transactions contemplated by the Purchase Agreement, Univision PR will become a wholly-owned Subsidiary of Buyer and will no longer be a member of Univision OpCo’s consolidated corporate group;

**WHEREAS**, in order for the parties to continue to operate their respective businesses on and after the Closing, the parties have agreed to enter into this Agreement, pursuant to which a party (the “**Service Provider**” as indicated on a Service Schedule) shall provide certain Services to another party (the “**Recipient**” as indicated on a Service Schedule) on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and among the parties as follows:

**1. DEFINITIONS.** The defined terms used in this Agreement shall have the meanings set forth in the Purchase Agreement, this Section 1, or as defined elsewhere in the Agreement, as applicable.

**1.1 “Affiliate”** means, with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such specified Person. For the purposes of this definition, the term “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have correlative meanings.

**1.2 “Confidential Information”** means any and all technical and non-technical information that Univision OpCo or its Affiliates provide or make available to Univision PR or that Univision PR provides or makes available to Univision OpCo or its Affiliates under or in connection with this Agreement, whether in written, oral, graphic or electronic form, that is marked or otherwise identified at the time of disclosure as confidential or proprietary, or that would reasonably be deemed in the context of its disclosure to be confidential or proprietary, including trade secrets, know-how, designs, schematics, bills of material, customer lists, vendor lists, employee and contractor information, techniques, processes, software, content, technical documentation, specifications, plans or any other information relating to any audio-visual project or program, radio asset, television asset, research project, work in process, future development, technology

and product roadmaps, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to the Disclosing Party, its present or future products, programs, services, sales, suppliers, customers, employees, investors or business.

**1.3 “Force Majeure Event”** means acts of God, fire, explosion, flood, earthquake, natural disaster, pandemic, epidemic, acts of war, terrorism, nuclear disasters, riots, embargoes, civil disorder, or any other similar event, to the extent that each such event is beyond the reasonable control of the Party claiming relief under Section 12.12.

**1.4 “Governmental Authority”** means (a) any federal, provincial, state, local, municipal, national or international government or governmental authority, regulatory, environmental or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private); (b) any self-regulatory organization; or (c) any political subdivision of any of the foregoing.

**1.5 “Intellectual Property Rights”** means any rights in or the following: (a) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof; (b) registered and unregistered trademarks, logos, service marks, trade dress and trade names, pending applications therefor, internet domain names, together with the goodwill of a Person or any of its Subsidiaries or their respective businesses symbolized by or associated with any of the foregoing; (c) registered and unregistered copyrights, and applications for registration of copyright, including such corresponding rights in software and other works of authorship; and (d) trade secrets, know-how, processes, and other confidential information or proprietary rights.

**1.6 “Law”** means any law, statute, ordinance, code, regulation, rule or other requirement of any Governmental Authority, including common law or any international treaties.

**1.7 “Person”** means any natural person, corporation, company, partnership, association, limited liability company, limited partnership, limited liability partnership, joint venture, business enterprise, trust or other legal entity, including any Governmental Authority.

**1.8 “Service”** means a set of tasks that a Service Provider will perform for the Recipient as further specified in a Service Schedule, including the consumer marketing, administrative support, finance, legal, human resources and information technology services (collectively, “**Primary Services**”) to be provided by Univision OpCo, as the Service Provider, to Univision PR, as the Recipient and any Additional Services agreed upon by the parties pursuant to Section 2.2.

**1.9 “Service Schedule”** means the written statements attached hereto as Schedule A, specifying the Services to be performed by a party, the term of such Service (the “**Service Period**”), any applicable deliverables, any applicable Fees, any designated Service Personnel and any other mutually-agreed terms applicable to the specified Service.

**1.10 “Subsidiary”** means, with respect to any specified Person, any entity of which the specified Person (either alone or through or together with any other Subsidiary of such specified Person) directly or indirectly (a) owns at least more than 50% of the economic rights or voting stock or other interests the holders of which are generally entitled to vote for the election of the board of directors or other applicable governing body of such entity or (b) controls the management.

## **2. SERVICES.**

**2.1 Services.** During the Term and in consideration of the Recipient's payment of fees in accordance with Section 5, the Service Provider agrees to provide the Recipient the Services specified in the applicable Service Schedule during the applicable Service Period. Unless otherwise specified in the Service Schedule, Services shall be performed in a professional and workmanlike manner with substantially the same timeliness, quality and standard of care as such Services were provided by or on behalf of the Service Provider during the six months preceding the date of this Agreement. To the extent any of the provisions of a Service Schedule expressly conflict with a provision of this Agreement, the provision of the Service Schedule shall prevail to the extent of such conflict. The Recipient acknowledges that the Service Provider may be providing similar services or services that involve the same resources as those used to provide the Services hereunder, to its internal organizations, its Affiliates, and third parties.

**2.2 Additional Services.** From time to time after the Closing, the parties may identify additional services to be provided to a Recipient in accordance with the terms of this Agreement (the "**Additional Services**"). The applicable parties will agree to an additional Service Schedule for each Additional Service setting forth a reasonable description of the Additional Service, the time period during which the Additional Service will be provided, the charge, if any, for the Additional Service and any other terms applicable thereto.

**2.3 Modification of Services.** The parties acknowledge that the scope or characteristics of the Services may change during the Term, including as contemplated with respect to Additional Services. Without limiting a party's rights under Section 10, if either a Recipient or a Service Provider desires to materially modify the scope or characteristics of an existing Service, it shall notify the other party to the applicable Service Schedule in writing of the requested modification, as well as the anticipated effects of the modification. The applicable affected party will discuss cooperatively and in good faith whether to implement the proposed modification; provided, however, that no modification will be implemented in the absence of written agreement by the affected party to adopt the change by creating an amendment to the applicable Service Schedule. The Service Provider reserves the right to unilaterally make reasonable modifications to the Services in connection with changes to its internal organization in the ordinary course of business, the Service Provider's policies and procedures or changes in applicable Law; provided, however, that such modifications do not materially diminish the Services.

**2.4 Limitations on Service Requirements.** The Service Provider shall not be required to perform any Services to the extent such Services would result in (a) the misappropriation or infringement of any Intellectual Property Rights of any third party, (b) the breach of any software license or any corporate policy of the Service Provider in existence prior to the date hereof or adopted in good faith during the applicable Service Period, (c) the breach of any contractual confidentiality obligation owed by the Service Provider to a third party prior to the date hereof or adopted in good faith during the applicable Service Period, or (d) a violation of any Laws, including any regulatory sanction or directive by the Service Provider, its Affiliates or its or their representatives (each a "Service Limitation," and collectively, the "Service Limitations"). If the Service Provider believes it is unable to provide any Service as a result of a Service Limitation, the Service Provider shall promptly notify and present to the Recipient a written description of the situation in reasonable detail and, upon request by Recipient, shall use reasonable efforts to obtain the rights necessary to provide such Services, including obtaining any appropriate consents from third parties. If the Service Provider is unable to secure any such rights and consents, the Service Provider and Recipient will use commercially reasonable efforts to mutually agree to provide alternative resources or to implement a modification in accordance with Section 2.3, in each case, that will not under any circumstance require the Service Provider to violate any Service Limitation.

**2.5 Expenses.** Except as set forth in a Service Schedule or otherwise provided in this

Agreement, each party will bear its own costs and expenses (including the fees and expenses of its attorneys, accountants and other professional advisors) incurred in connection the negotiation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

**2.6 Subcontractors.** The Services may be provided in whole or in part by Affiliates of the Service Provider or by third party subcontractors who in the Service Provider's reasonable judgment possess the expertise and capability to provide the Services (each, a "**Subcontractor**") selected by the Service Provider or its Affiliates, provided that the Service Provider shall remain responsible to Recipient for the performance of the Services and that any such Subcontractors are under a contractual obligation with the Service Provider (under terms and conditions at least as restrictive as those in this Agreement) to (a) hold any Confidential Information received from the Recipient in confidence and to not disclose such Confidential Information to third parties, and (b) to use and protect data of, or received from, the Recipient to the extent required by this Agreement.

**2.7 Nature of Services.** Each Recipient acknowledges and agrees that the Services are intended only to be transitional in nature, and that all Services shall be furnished by the Service Provider only during the applicable Service Period. Each Recipient shall ensure that it will have sufficient resources available to it at the end of the applicable Service Period to perform the Services (or have the Services performed) without the involvement of the Service Provider, its Affiliates, or any of its or their employees or agents and that following the end of the applicable Service Period, unless extended in accordance with the terms of the applicable Service Schedule, the Service Provider shall have no ongoing responsibility to perform any of the Services for the Recipient.

**2.8 Recipient Obligations.** The Recipient, and its Affiliates if applicable, agree to co-operate with the Service Provider, including by delivering to the Service Provider such information, materials, and assistance as are reasonably required or requested by the Service Provider in connection with the performance of the Services and within such reasonable time limits as the Service Provider shall from time to time prescribe. The Service Provider, its Affiliates, and any Subcontractors shall not be required to check, inspect, or verify in any way the information or materials supplied by the Recipient, and the Recipient acknowledges that it shall be solely responsible for all errors, mistakes, and omissions in such information or materials.

**2.9 Access to Systems.** If a Service Provider is given access, whether on site or through remote Facilities, to the Recipient's computer systems, electronic data storage systems, or software (collectively, the "**Systems**") in connection with the Services, the Service Provider shall comply with the applicable system security policies, information technology procedures, and user terms and requirements of the Recipient. The Service Provider shall access and use only those Systems for which the Recipient has granted access and shall use such Systems solely for the purpose of providing the applicable Services.

**2.10 Access to Facilities.** If a Recipient or Service Provider is given access to the facilities or equipment (collectively, the "**Facilities**") of a Service Provider or a Recipient, as applicable, in connection with the receipt or provision of Services, they shall comply with the applicable Facility policies, operating instructions, and other procedures (including all procedures and instructions related to safety, security and access) as provided by the owner or operator of the Facilities. A Service Provider may only access and use the Facilities of a Recipient for purposes of providing the applicable Services. A Recipient may only access and use the Facilities of a Service Provider for purposes of receiving the applicable Services.

### 3. MANAGEMENT.

**3.1 Univision PR Manager.** Univision PR will appoint a Univision PR employee (the “Univision PR Manager”) who shall (a) have overall, day-to-day responsibility during the applicable Service Period for managing and coordinating the delivery of the Services; (b) subject to the supervision of Univision PR management, be authorized to act for and on behalf of Univision PR with respect to all matters relating to such Service; and (c) be the primary contact with the Univision OpCo Manager (as defined below). The Univision PR Manager or the Univision PR Manager’s designees will coordinate and consult with the Univision OpCo Manager cooperatively and in good faith. Univision PR may, at its discretion, and upon written notice to Univision OpCo, designate other or additional individuals to serve in these capacities during the applicable Service Period.

**3.2 Univision OpCo Manager.** Univision OpCo will appoint an employee (the “Univision OpCo Manager”) who shall (a) have overall, day-to-day responsibility during the applicable Service Period for managing and coordinating the receipt of the Services; (b) subject to the supervision of Univision OpCo management, be authorized to act for and on behalf of Univision OpCo with respect to all matters relating to this Agreement; and (c) be the primary contact with the Univision PR Manager. The Univision OpCo Manager or the Univision OpCo Manager’s designees will coordinate and consult with the Univision PR Manager cooperatively and in good faith. Univision OpCo may, at its discretion, and upon written notice to Univision PR, designate other or additional individuals to serve in these capacities during the applicable Service Period.

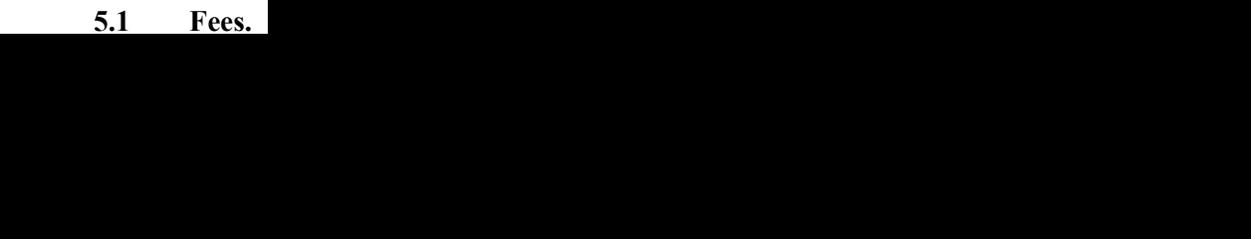
### 4. PERSONNEL.

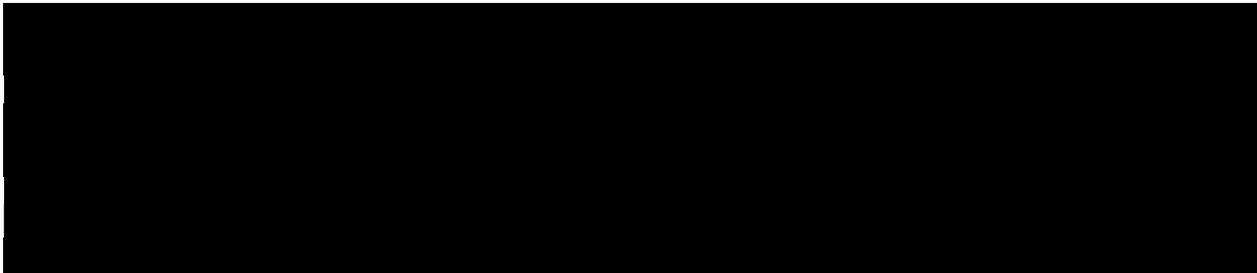
**4.1 Personnel.** The Service Provider will use commercially reasonable efforts to make available such Service Provider’s (or its Affiliates’) employees and agents as are reasonably required to provide each of the Services, including any personnel specified in the applicable section of the applicable Service Schedule (the “Service Personnel”).

**4.2 Responsibility for Service Personnel.** All Service Personnel will be deemed to be employees or representatives solely of the Service Provider (or its Affiliates or Subcontractors, as applicable) for purposes of all compensation and employee benefits and not to be employees or representatives of the Recipient. Service Personnel will be under the direction, control, and supervision of the Service Provider, and the Service Provider will have the sole right to exercise all authority with respect to the employment, termination, assignment, and compensation of such Service Personnel. The Service Provider (or its Affiliates or Subcontractors, as applicable) will be solely responsible for payment of (a) all income, disability, withholding, and other employment taxes and (b) all medical benefit premiums, vacation pay, sick pay, or other fringe benefits for any employees, agents, or contractors of the Service Provider who perform the Services, unless otherwise set forth in a Service Schedule.

### 5. FEES AND PAYMENT.

#### 5.1 Fees.





All Fees will be stated and payable in U.S. Dollars and invoiced in accordance with Section 5.1. The Recipient will provide the Service Provider with notice of any good faith dispute regarding the Fees, which shall include the disputed amount (the “**Disputed Amount**”), and work in good faith to resolve any such disputes in an expeditious manner; in the meantime, the Recipient will pay the undisputed portion of any invoice hereunder and the Service Provider will continue performance of the Services. If all or any portion of the Disputed Amount is determined to have been due to the Service Provider, then the Recipient shall pay to the amount so due together with interest thereon at a rate which is the lower of 1.5% per month or the highest rate permitted by applicable Law.

**5.2 Payment; Invoices.** Within 30 days after the end of each calendar quarter, the Service Provider will submit one invoice to the Recipient for Fees payable by the Recipient under all applicable Service Schedules for the previous quarter; specifying, where applicable, the actual hours of the Services provided by relevant Service Personnel and itemizing the Fees payable and to which Service each is applicable. To the extent that the Fees set forth in a Service Schedule are specified as being payable on an hourly basis, the Recipient shall only be obligated to pay for the actual hours of Services provided by the relevant Service Personnel during such calendar quarter. Subject to a party’s dispute right pursuant to Section 5.1, the Recipient will pay all amounts due pursuant to this Agreement within 60 days after the receipt of the applicable invoice from Service Provider. Late payments will be subject to accrual of interest at the lower of 1.5% per month or the highest rate permitted by applicable Law.

**5.3 Taxes.** In addition to the Fees, Recipient shall pay or cause to be paid any and all sales, use, or services taxes imposed under Law against or in connection with the provision or receipt of the Services or the relationship created between the parties under this Agreement, other than as set forth in this Section 5.3 (collectively, the “Transaction Taxes”). The Recipient shall not be responsible for any taxes based upon Service Provider’s gross income or real or personal property or any other taxes other than Transaction Taxes. All sums payable hereunder shall be paid without withholding or deduction for or, on account of, Transaction Taxes, unless such withholding or deduction is required by Law.

**5.4 Records.** The Service Provider shall maintain true and correct records of all receipts, invoices, reports and such other documents relating to the Services hereunder in accordance with its standard accounting practices and procedures, consistently applied. Except as otherwise set forth in a Service Schedule, the Service Provider shall retain such accounting records and make them available to the Recipient’s authorized representatives and auditors for a period of not less than one year from the closing of each calendar year; *provided, however*, that the Service Provider may, at its option, transfer such accounting records to the Recipient upon termination of an applicable Service under this Agreement.

**5.5 Audit.** Upon at least 15 days’ prior written notice to the Service Provider, no more often than once a calendar year the Recipient may at its own expense have an independent auditor reasonably acceptable to the Recipient inspect and audit all the relevant records and books of account of the Service Provider to verify the accuracy of all payments made or to be made by Recipient pursuant to this Section 5. The auditor will conduct the audit during regular business hours at the facilities of the Service Provider, and

in a manner that does not unreasonably interfere with the normal business activities of the Service Provider. The auditor will provide the same written report to both parties, disclosing only the extent of any overpayment or underpayment. If any audit reveals an overpayment by the Recipient, the Service Provider will promptly refund any overpayment; if an underpayment, then the Recipient will pay such amount to the Service Provider, but will not be subject to any late payment fees. In addition, if any audit reveals an overpayment by the Recipient exceeding 10% during the audited period, the Service Provider will reimburse the Recipient for the reasonable costs of conducting the audit.

## 6. INTELLECTUAL PROPERTY.

**6.1 No License.** Except as may be specifically set forth in a Service Schedule<sup>1</sup>, no licenses are granted in this Agreement by any party under or to the Intellectual Property Rights of such party. If the Service Schedule specifies that the Service Provider will develop any technology or Intellectual Property Rights for Recipient, the Service Schedule will also specify which party will own the resulting work product and the Intellectual Property Rights therein. All rights not expressly granted under this Agreement are reserved. The performance of the Services hereunder will not affect the ownership of either party's Intellectual Property Rights as of the date of this Agreement. Unless otherwise expressly stated in a Service Schedule, Neither Party will gain, by virtue of the delivery and receipt of Services hereunder, any rights of ownership in, to and under any Intellectual Property Rights owned by the other Party.

**6.2 Data.** The Service Provider will ensure that data applicable to the Recipient's business provided or generated after Closing is properly identifiable, and that reasonable and customary controls, access restrictions, and authorization regimes are established with respect to such data, including as may be necessary to comply with the reporting requirements contemplated under this Agreement and the Purchase Agreement. At the Recipient's reasonable request, the Service Provider agrees to logically separate such data from that of the Recipient and use commercially reasonable efforts to accommodate applicable extraction timetables and provide any assistance necessary to avoid any delay in extraction of the Recipient's data from the Service Provider's information technology systems to enable separation or migration.

## 7. CONFIDENTIALITY.

**7.1 Obligations.** The parties agree that certain Confidential Information may be exchanged in connection with this Agreement. As between Univision OpCo and Affiliates (together or individually) and Univision PR, the party disclosing Confidential Information is referred to herein as the "**Disclosing Party**" and the party receiving such Confidential Information is referred to herein as the "**Receiving Party**". Each Receiving Party agrees to maintain in confidence all Confidential Information disclosed to them hereunder and agrees not to use, disclose, or grant use of such Confidential Information, except as otherwise expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, each Receiving Party agrees to disclose the Confidential Information of the Disclosing Party only to its employees, agents, or Subcontractors who need to know such Confidential Information for the purposes of this Agreement or as necessary for the provision or receipt of Services hereunder and agrees to obtain prior agreement from its employees, agents, or Subcontractors to whom disclosure is to be made to hold in confidence and not make use of such Confidential Information for any purpose other than those permitted by this Agreement. Each Receiving Party agrees to use at least the same standard of care as it uses to protect its own most Confidential

Information to ensure that such employees, agents, or Subcontractors do not disclose or make any unauthorized use of such Confidential Information, but in no event less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information.

**7.2 Exceptions.** The obligations of confidentiality contained in Section 7 will not apply to the extent that it can be established by the Receiving Party in writing that such Confidential Information: (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; (d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who was not known by the Receiving Party to be under an obligation to the other party not to disclose such information to others; or (e) was developed independently by the Receiving Party without any use of the Confidential Information of the Disclosing Party.

**7.3 Government Obligations.** A Receiving Party will not be considered to have breached its obligations under this Section 7 for disclosing Confidential Information of a Disclosing Party to the extent required to satisfy any legal requirement of a Governmental Authority, provided that promptly upon receiving any such request, and to the extent that it may legally do so, such party: (a) advises the Disclosing Party prior to making such disclosure in order that the Disclosing Party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information; and (b) uses reasonable efforts to not disclose Confidential Information that is not required to satisfy such legal requirement.

**7.4 Duration.** The obligations under this Section 7 shall apply with respect to any Confidential Information for a period of seven years from the date of disclosure of such Confidential Information to the Receiving Party, unless, with respect to any particular Confidential Information, the Disclosing Party in good faith notifies the Receiving Party that a longer period shall apply, in which case the obligations under this Section 7 with respect to such Confidential Information shall apply for such longer period.

**7.5 [Data Protection.** In relation to the processing of personal information (as defined under applicable law) in connection with this Agreement, each party shall comply, and shall procure that their Affiliates and subcontractors comply, with all applicable data privacy laws as enacted from time to time.]<sup>2</sup>

## **8. LIMITED WARRANTIES; WARRANTY DISCLAIMER.**

**8.1 Authority.** Each of the parties hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement, and that such action does not conflict with or violate any provision of Law, regulation, policy, contract, deed of trust, or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

**8.2 Compliance with Laws.** In performing its duties under this Agreement, each of the parties



shall at all times comply with all applicable international, federal, state, and local Laws and shall not engage in any illegal or unethical practices, including the Foreign Corrupt Practices Act of 1977 (or any applicable foreign equivalents) and any anti-boycott Laws, as amended, and any implementing regulations.

**8.3 Disclaimer of Warranties.** EACH PARTY ACKNOWLEDGES THAT THE APPLICABLE SERVICE PROVIDER IS NOT IN THE BUSINESS OF PROVIDING THE SPECIFIED SERVICES TO THIRD PARTIES AND IS ENTERING INTO THIS AGREEMENT AS AN ACCOMMODATION TO THE APPLICABLE RECIPIENT IN CONNECTION WITH THE PURCHASE AGREEMENT. THEREFORE, EXCEPT AS OTHERWISE SET FORTH IN A SERVICE SCHEDULE, THE SERVICE PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES RELATING TO THE SERVICES TO BE PROVIDED HEREUNDER OR THE QUALITY OR RESULTS OF THE SERVICES. ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE SERVICE PROVIDER HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## **9. LIMITATION OF LIABILITY; INDEMNIFICATION.**

**9.1** EXCEPT TO THE EXTENT SET FORTH OTHERWISE IN A SERVICE SCHEDULE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR BREACHES OF CONFIDENTIALITY OR TO THE EXTENT THAT SUCH LIABILITY FOR DAMAGES RESULTS FROM A PARTY’S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, IN NO EVENT SHALL A PARTY’S CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES A PARTY RECEIVED OR PAID, AS APPLICABLE, UNDER THE APPLICABLE SERVICE SCHEDULE FOR SUCH SERVICE. Each of the parties agrees that in the absence of the aforementioned limitations of liability, the terms of this Agreement would be substantially different.

**9.2 Indemnification.** The Service Provider shall defend, indemnify, save and hold harmless the Recipient and its directors, officers, members, employees, and successors and assigns from and against any and all Losses (as defined in the Purchase Agreement) incurred or suffered by any of them resulting from or based upon or arising out of any third-party claim, suit, action or proceeding (“**Claim**”) relating to: (a) fraud, reckless or willful misconduct or gross negligence of the Service Provider or any Service Personnel in rendering the Services hereunder, (b) any material breach by the Service Provider of its obligations or covenants contained in this Agreement, (c) any claim that any Services or materials provided by the Service Provider to the Recipient hereunder or any elements thereof infringe or misappropriate any intellectual property or other proprietary right of any other person or entity, (d) the failure of the Service Provider or any Recipient to comply, in rendering the Services hereunder, with any Laws, regulations or ordinances applicable to performance of the Services or (e) any bodily injury or property damage caused by Service Provider or any of the Service Personnel or Subcontractors while in the Facilities. Recipient shall defend, indemnify, save and hold harmless the Service Provider and its Affiliates and their directors, officers, members, employees and successors and assigns from and against

any and all Losses incurred or suffered by any of them resulting from or based upon or arising out of any third-party Claim relating to: (a) any material breach of representation, warranty or covenant of Recipient (on behalf of itself and its Subsidiaries) hereunder, (b) any claim that any materials provided by Recipient to the Service Provider in connection herewith or any elements thereof infringe or misappropriate any intellectual property or other proprietary right of any person or entity, (c) the provision of the Services except for Losses for which the Service Provider is required to indemnify Recipient pursuant to the first sentence of this Section 9.2 or (d) any bodily injury or property damage caused by Recipient or any of the Recipient's employees, agents or representatives while in the Facilities. In the event of a third-party Claim, the process, procedures and related matters set forth in Section 9.6 of the Purchase Agreement shall apply to this Agreement *mutatis mutandis*. For the avoidance of doubt, nothing in this Section 9.2 shall prevent or restrict any party hereto from asserting a direct claim against the other party for breach of contract in connection with this Agreement, subject to the limitations set forth in this Agreement.

## **10. TERM AND TERMINATION.**

**10.1 Term.** The term of this Agreement shall commence on the Closing Date and, unless extended by written agreement among the parties pursuant to Section 10.6 or terminated earlier pursuant to Sections 10.3 - 10.5, the Agreement shall continue for [18] months thereafter (the "**Term**").

**10.2 Service Period.** The Service Period for each Service shall be [18] months, unless a lesser period is specified in the applicable Service Schedule. The Recipient may extend a Service Period as specified in Section 10.6.

**10.3 Termination for Convenience.** Except as otherwise set forth in the applicable Service Schedule, the Recipient may terminate a specific Service prior to the end of the applicable Service Period by providing the Service Provider with no less than 30 days' prior written notice, subject only to payment of any early termination Fees outstanding pursuant to a Service Schedule as of the date of such termination.

### **10.4 Termination for Cause.**

(a) A Service may be terminated by the applicable Recipient if the applicable Service Provider materially breaches any provision of this Agreement or applicable Schedule and the applicable Service Provider fails to cure such breach within 30 days after receipt written notice from applicable Recipient describing such breach.

(b) A Service may be terminated by the applicable Service Provider if the applicable Recipient materially breaches any provision of this Agreement or applicable Service Schedule and the applicable Recipient fails to cure such breach within 30 days after receipt written notice from applicable Service Provider describing such breach.

**10.5 Other Rights of Termination.** Univision PR and Univision OpCo may immediately terminate this Agreement if: (a) Univision PR or Univision OpCo, as applicable, is not able to pay its debts in the ordinary course of business, or shall admit in writing to its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors or any proceeding having sufficient legal and factual grounds shall be instituted by or against such party seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization, or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property and such proceeding shall not be stayed or dismissed within 60 days from

the date of institution thereof, or (b) Univision PR and Univision OpCo shall take any corporate action to authorize any of the actions set forth in clause (a) above.

**10.6 Extension of Service Period.** The applicable Recipient may extend a Service Period for up to six additional months for an aggregate Service Period of 24 months after the Closing Date.

**10.7 Effect of Termination.** If a Service Schedule or this Agreement is terminated, the applicable Service Provider shall have no further obligation to continue offering Services and Univision PR and Univision OpCo shall, return or securely destroy any Confidential Information of the other in its or their possession or control received in the performance of the Services hereunder. The expiration or termination of this Agreement or any Service shall not act as a waiver of any breach of this Agreement and shall not act as a release of a party for any liability or obligation incurred under this Agreement through the effective date of such expiration or termination.

**10.8 Survival.** Sections 1, 5.5, 7, 8, 9, 10, 11 and 12 of this Agreement shall survive any expiration or termination of this Agreement. In the event of termination, any amount outstanding and payable by a Recipient as of the date of the termination shall remain payable by the Recipient and due immediately upon termination.

## **11. DISPUTE RESOLUTION.**

If a party determines that another party has failed to perform its obligations under this Agreement, the Univision PR Manager or Univision OpCo Manager, as applicable, will notify the other managers of the deficiency in writing. Upon receipt of notice, the applicable Managers will promptly consider a corrective action plan in person or by telephone or written correspondence and will attempt in good faith to agree to a mutually acceptable corrective action plan. If the applicable Managers cannot agree upon a corrective action plan within 15 days of the original notice date, then they will immediately escalate to appropriate senior executives in their respective organizations as necessary to resolve the dispute. If the senior executives are unable to resolve the dispute within 30 days after the dispute is brought up to them, a party shall have the right to institute proceedings in accordance with Section 12.10.

## **12. MISCELLANEOUS.**

**12.1 Assignment.** No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Notwithstanding the foregoing, a party may assign this Agreement and its rights and obligations hereunder without the other parties' consent to a successor in interest to such party, whether by operation of law or otherwise, upon any reorganization, merger, acquisition, change of control, or sale of all or substantially all of the assets of such party.

**12.2 Relationship of the Parties.** For purposes of this Agreement, the parties shall at all times be deemed to be independent contractors. It is agreed and understood that none of the parties hereto is the agent, representative or partner of any of the other parties and none of the parties hereto has any authority or power to bind or contract in the name of or to create any liability against any of the other parties in any way or for any purpose pursuant to this Agreement. Nothing contained in this Agreement shall be construed to give any of the parties hereto the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners, or otherwise as participants in a joint undertaking, or allow any of the parties to create or assume any obligation on behalf

of any of the other parties for any purpose whatsoever.

**12.3 No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any third party other than the parties and their respective successors and permitted assigns, and no other third party shall be a third-party beneficiary under this Agreement or any of the provisions hereof.

**12.4 Amendment; Waiver.** This Agreement, including this Section 12.4, may be amended, supplemented or otherwise modified only by a written instrument executed by the parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party or a failure or delay by any party in exercising any power, right or privilege under this Agreement, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained herein. The waiver any of the parties hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**12.5 Notices.** All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) when delivered by FedEx or other nationally recognized overnight delivery service, or (d) when delivered by email (in each case in this clause (d), solely if receipt is confirmed and, in the case of email, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

If to Univision OpCo, to:  
HMTV DTC, LLC  
c/o Hemisphere Media Group, Inc.  
4000 Ponce de Leon Blvd., Suite 650  
Coral Gables, FL 33146]  
Attention: Alex Tolston  
Email: atolston@hemispheretv.com

If to Univision PR, to:  
c/o Univision Communications Inc.  
8551 NW 30th Terrace  
Miami, FL 33122  
Attention: Veronica Rodriguez, Executive Vice President & Associate General Counsel – Corporate and  
Mergers & Acquisitions  
Email: verodriguez@univision.net

or to such other address or addresses as the parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

**12.6 Headings; Construction.** The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by

the words “without limitation.”

**12.7 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

**12.8 Export Control Regulations.** The rights and obligations of the parties under this Agreement shall be subject in all respects to United States Laws as shall from time to time govern the license and delivery of technology abroad, including the United States Foreign Assets Control Regulations, Transaction Control Regulations and Export Control Regulations, as amended, and any successor legislation issued by any United States government agency or department including, but not limited to, the Department of State, the Department of Commerce, the Department of Treasury, International Trade Administration, or Office of Export Licensing.

**12.9 Headings; Counterparts.** The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**12.10 Governing Law; Jurisdiction.**

(a) Unless otherwise specifically provided for in a Service Schedule, this Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

(b) Any proceeding or action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the courts of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding or action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the proceeding or action shall be heard and determined only in any such court, and agrees not to bring any proceeding or action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any action, suit or proceeding brought pursuant to this Section 12.10.

(c) Each of the parties acknowledges and agrees that any controversy which may arise under this Agreement and the transactions contemplated hereby is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably, unconditionally and voluntarily waives

any right such party may have to a trial by jury in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement or any of the transactions contemplated hereby.

**12.11 Specific Performance.** The parties acknowledge that the rights of each party to consummate the transactions contemplated hereby are unique and recognize and affirm that in the event of a breach of this Agreement by any of the parties, money damages shall be inadequate and the non-breaching party shall have no adequate remedy at law. Accordingly, the parties agree that such non-breaching party shall have the right, in addition to any other rights and remedies existing in its favor at Law or in equity (subject to the other provisions of this Agreement), to seek to enforce its rights and another party's obligations hereunder not only by an action or actions for damages (subject to Section 9) but also by an action or actions for specific performance, injunctive or other equitable relief (without posting of bond or other security), including any order, injunction or decree sought by any party to cause another party to perform its agreements and covenants contained in this Agreement.

**12.12 Force Majeure.** No party will be liable to any other party for any delay or nonperformance of its obligations under this Agreement arising from any Force Majeure Event, provided that the affected party (a) promptly notifies the other Party in writing of the cause of the delay or non-performance and the likely duration of the delay or nonperformance, and (b) uses commercially reasonable efforts to limit the effect of that delay or non-performance on the other party.

**12.13 Entire Agreement.** This Agreement, including the Exhibits hereto, and the Purchase Agreement constitute the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

**UNIVISION PUERTO RICO STATION  
OPERATING COMPANY**

**UNIVISION OF PUERTO RICO, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Signature Page to Services Agreement]