

Special Terms & Conditions for Maintenance Services

The following describes the Special Terms & Conditions (hereinafter the "STC") under which **NETIA** – French software publisher registered at the Montpellier Trade and Companies Register under number 478 757 966 – provides Maintenance Services for **NETIA** Software to Customer.

These STC for Maintenance Services supplement the General Terms and Conditions of Sales and Services (GTCS) which remain applicable. In case of contradictory interpretation between GTCS and these STC, the latter shall prevail in the realm of Maintenance Services.

NB: Headings are inserted for convenience only and do not constitute a substantial part of these STC for Maintenance Services. In case of difficulty resulting of contradictory interpretation between any heading and any passage of any section, such heading shall be declared null and void.

1. DEFINITIONS

The definitions provided in **NETIA** GTCS shall also apply to these STC for Maintenance Services. In addition, the following terms shall be understood herein according to their respective definitions below:

- "Anomaly" = any discrepancy preventing or limiting all or part of the documented features of **NETIA** Software in its Operating Environment.

An Anomaly is Critical (e.g. Critical Anomaly) when, alone or combined with others, it makes **NETIA** Software unusable in all or part of the main production and playout process of Customer, due to excessive instability, unsustainable additional operating costs, or unacceptable quality of audio produced (playout breakdown, widespread failure of audio editing, etc.).

An Anomaly is Major (e.g. Major Anomaly) when, alone or combined with others, it prevents the use of one or more documented features of **NETIA** Software crucial to Customer operations. When a workaround is found to remediate a Critical Anomaly, it is reclassified as Major.

All Anomalies that are neither Critical, nor Major, are Minor.

- "Designated Contacts" = Professionals that Customer has instructed to supervise **NETIA**'s Maintenance Services. **NETIA** expects to be informed through the **NETIA** Customer Care portal or by email of all updated details necessary to collaborate seamlessly with the Designated Contacts. Otherwise, whoever signed the purchase order will be considered the Designated Contact. Access to **NETIA** Customer Care portal will be granted to Customer Designated Contacts.

- "**NETIA** Customer Care" = **NETIA** team dedicated to maintenance and support services, partnering closely with Customer Designated Contacts.

- "Operating Environment" = all hardware, operating systems, networking systems, drivers, interfaces and databases on which the **NETIA** Software relies within a Customer infrastructure as validated at time of commissioning or subsequently officially validated by **NETIA**.

- "Patch(es)" = a fix for specific anomalies temporarily appended to a previous release pending integration into a next release. Sometimes called hot fix.

- "Maintenance Services" = the specific support services described in these STC, in particular in Articles 2 and 4.

- "Update(s)" = the change from an older to a newer release of the same major version of the same **NETIA** Software. Such minor versions compile fixes, improvements and/or minor enhancements to existing features. Updates do not usually require significant changes to the Operating Environment.

- "Upgrade(s)" = the change to a newer major version of **NETIA** Software that defines a new state of the software, containing new features and/or allowing new workflows. Upgrades may contain improvements and fixes to features existing in a previous version. They often require significant changes to the Operating Environment.

2. PROVISION OF MAINTENANCE SERVICES

1. NETIA accepts purchase orders for Maintenance Services only from those customers who are up-to-date with all their payments.

2. The Maintenance Services cover all current standard versions of all **NETIA** Software items that have not reached their end of life. Lifecycle management policy is publicly available on www.netia.com.

3. Maintenance Services for any **NETIA** Software item in a non-current or non-standard version, as well as for specific developments, are possible upon request, subject to specific proposals and purchase orders.

4. Maintenance Services include incident management, supply of Patches and Updates through downloads only and access to the **NETIA** Customer Care portal.

5. Customer undertakes to communicate all existing documents, information, logs and data necessary for **NETIA** to understand the causes of reported Anomalies.

6. NETIA and Customer will collaborate in good faith to solve issues and/or find remediation acceptable for Customer staff and listenership.

3. PRICE OF MAINTENANCE SERVICES

1. The inventory of all **NETIA** Software operated by Customer leads to the calculation of a reference value, which in turn is used to calculate the standard annual fee for maintenance, through the application of the appropriate maintenance rate.

2. NETIA's proposals for Maintenance Services specify the inventory, its reference value, the maintenance rate, the corresponding maintenance period, the applicable fee and terms of invoicing.

4. MAINTENANCE SERVICES

4.1. REMOTE SUPPORT

1. NETIA will provide expertise and support to Customer, as part of Maintenance Services, on regular French business days (Monday to Friday, except French legal holidays) from 9am to 6pm (French Time).

2. Means of notification are the following:

(i) email: helpdesk@netia.com

(ii) website: <https://www.sdesk.netia.com/servicedesk>

(iii) phone: +33 467 590 807

4.2. INCIDENT HANDLING

1. Maintenance Services are intended to ensure that Customer can use **NETIA** Software in accordance with Documentation, with as much consistency as possible.

2. The incident handling process aims to restore, as quickly as possible, normal operation of the **NETIA** Software, minimizing any negative impact on Customer staff or listenership.

3. Designated Contacts may report incidents to **NETIA** by any of the means specified above.

4. Incidents are logged, under a unique ticket number, into **NETIA**'s incident management system, to which Customer Designated Contacts have access.

5. When an incident is reported, **NETIA** Customer Care and Customer Designated Contacts will first need to agree on a priority:

- **Priority 1:** incidents created because of Critical Anomalies, requiring immediate corrective action or workaround.
- **Priority 2:** incidents created because of Major Anomalies. A Priority 1 incident is requalified as Priority 2 when a workaround is identified.
- **Priority 3:** incidents created because of Minor Anomalies.

6. **NETIA** Customer Care and Customer Designated Contacts, reaching a consensus on the Priority for an incident, establish a common understanding of the Anomaly. They plan together remediation actions.

7. Standard Service Response Time (SRT) are as follows, starting from the time of report by Customer:

- **Priority 1 SRT:** accounted for in 8 French business hours / workaround provided within 16 business hours.
- **Priority 2 SRT:** accounted for in 2 French business days / workaround provided within one French business week.
- **Priority 3 SRT:** accounted for within a calendar week / no need for workaround.

8. Any incident will be closed if:

- (i) The cause of the problem is proved independent from **NETIA** Software (operating error, improper use or malfunction outside of **NETIA** Software). A service request can be opened to identify a way to get the desired result.
- (ii) A Patch or an Update fixing the issue is made available.
- (iii) A workaround is supplied and accepted by Customer.
- (iv) The incident has disappeared and does not repeat for over a month.

9. When an incident requires an intervention on **NETIA** Software source code, **NETIA** Customer Care works with **NETIA** developers, keeping Customer aware of progress.

10. When an incident requires 3rd-party intervention, **NETIA** Customer Care can participate in recovery plans, subject to specific proposals and purchase orders.

4.3. VERSION MANAGEMENT

1. Bugs and security flaws are fixed as soon as possible after their discovery. When necessary, fixes give rise to provisions of Patches. Fixes are in all cases integrated gradually in subsequent releases.

2. Updates of **NETIA** Software are available to Customer at **NETIA**'s discretion. Information on releases is always available from **NETIA** Customer Care.

3. Upgrades and new products are available to Customer subject to specific proposals and additional purchase orders.

4.4. OTHER SUPPORT SERVICES

1. **NETIA** recommends that a steering committee, bringing together in teleconference Customer Designated Contacts and members of **NETIA** Customer Care, be held at least twice a year as part of the Maintenance Services.

2. Services related to **NETIA** expertise which are not part of the Maintenance Services described herein may be available subject to specific proposals and additional purchase orders.

5. OBLIGATIONS REGARDING MAINTENANCE SERVICES

5.1. - OBLIGATIONS OF CUSTOMERS

1. Customer must supply **NETIA**, as quickly as possible, all necessary information about all current issues to allow **NETIA** to supply its expertise, propose appropriate training to Customer staff and perform adequate services.

2. Customer must communicate to **NETIA** any evolution in their Operating Environments that could hinder the use or alter the performance of **NETIA** Software or **NETIA**'s services.

3. Customer must make their best effort to ensure that they comply with recommended conditions of use of **NETIA** Software.

4. Customer will ensure they use **NETIA** Software in Operating Environments properly serviced and compliant with the minimum specifications advocated by **NETIA**.

5. Customer ensures that a remote access system, compatible with **NETIA**'s remote maintenance equipment, is fully functional.

6. Prior to any maintenance operation on **NETIA** Software, Customer will back up all relevant data, files or programs in order to prevent any loss or deterioration.

5.2. OBLIGATIONS OF NETIA

1. **NETIA** agrees to implement all possible reasonable means to supply expertise and support in order to help Customer.

2. **NETIA** undertakes to make all possible efforts to correct errors in **NETIA** Software and will make Updates and Patches available to Customer.

3. Given the state of the art of the software industry, **NETIA** does not warrant that its support actions will solve all issues or that, after its actions, the same issue will not appear again or that its support actions will never generate any difficulty. In such case, **NETIA** will make all possible efforts to identify as quickly as possible, with Customer, an acceptable circumvention.

4. **NETIA** undertakes to perform Maintenance Services with all the diligence and reasonable care of a software professional.

5. The obligations of **NETIA** are limited to the correction of Anomalies of the **NETIA** Software and the support of Customer in restoring the proper operation of the **NETIA** Software.

6. EXCLUSION

1. NETIA will not be required to provide Maintenance Services to Customer who does not comply with the obligations described in any applicable contractual document (see Article 2 of the GTCS).

2. The Maintenance Services do not include the correction of problems caused by:

- (i) A misuse of **NETIA** Software.
- (ii) A malfunction of the Operating Environment.
- (iii) Changes to Operating Environment resulting in a compatibility issue.
- (iv) Modification to any **NETIA** Software component, package or behavior not endorsed by **NETIA**.
- (v) A failure or interruption of the telecommunications and/or electrical networks whatever the reason and the duration.
- (vi) Any force majeure event such as defined by the GTCS and the decisions of the French courts and tribunals.

3. Customer will make sure it backs-up properly all elements in case damages occur to its databases. Repairing damaged files and/or recreating lost data are not part of Maintenance Services. **NETIA** can provide expertise and support on these issues subject to specific proposal and purchase order.

4. In all cases, **NETIA** liability regarding Maintenance Services shall be limited in accordance with Article 9 of the GTCS.

7. SUSPENSION/TERMINATION

1. In the event Customer decides to suspend or stop the provision of Maintenance Services ordered to **NETIA**, for any reason whatsoever, **NETIA** will keep the full amount already paid for said services.

2. NETIA reserves the right to suspend or terminate the Maintenance Services in accordance with Article 11 of the GTCS, and in particular in the event Customer doesn't comply with the terms of payment specified on any and all **NETIA** invoices, not only those relating to Maintenance Services.