

APPENDIX A - Specific terms and conditions of UDcast's Maintenance and Support Services

1. SCOPE

These specific terms and conditions shall apply to any Maintenance and Support Services agreement concluded between UDcast and a Customer for UDcast's Hardware, Software or integrated Products. These terms and conditions are part of UDcast's Terms and Conditions of Sale.

2. DEFINITIONS

Any term not defined here has the meaning defined in the UDcast's Terms and Conditions of Sale

- 2.1 "**Agreement Document**" means any agreement made either in the form of a written order together with a written confirmation of order or in the form of a separate agreement signed by UDcast and the Customer.
- 2.2 "**Authorized Customer Contact**" means a contact person designated by the Customer in accordance with Section 7.1.
- 2.3 "**Error**" means any failure of Software to conform in any material respects to its specifications.
- 2.4 "**License Key(s)**" means the code(s) provided to Customer by UDcast which enables the Software to operate.
- 2.5 "**License Key Delivery Date**" means the date UDcast delivers the License Key to Customer.
- 2.6 "**Office Hours**" or "*Service Hours*" means the hours during which the Services are available for Customer, i.e. hours between 9:00 and 18:00 (Paris hours) from Monday through Friday excluding week-ends and French public holidays.
- 2.7 Product "**Lifecycle**" refers to the release, support and end-of-life methodology adopted by UDcast for its Products where:
- "**General Availability**" or "**GA**" refers to the official release of a new Product or version as communicated by UDcast Product Management and/or UDcast Operations and Support;
 - "**End of Sale**" refers to the UDcast decision to cease development and sale of a particular Product or version as communicated to customers by UDcast Product Management and/or UDcast Operations and Support.
- 2.8 "**Response Time**" for a Support Request is the time starting when a Support Request is delivered to UDcast and ending when UDcast starts working on the problem and/or problem resolution. The same Response Time applies to any subsequent communication.
- 2.9 "**Service Description**" means the UDcast Service Description valid at any given time for a specific Product. The Service Description may be incorporated into an agreement either by reference or by attachment. The Service Description as of

the first effective date of these Specific Conditions is attached hereto as Exhibit 1 and may be modified from time to time by UDcast.

- 2.10 “**Services**” or “**Maintenance and Support Services**” means the maintenance and support services related to the Products, Software and Hardware provided by UDcast to Customer as described in detail in Exhibit 1.
- 2.11 “**Service Fees**” refers to the specific monies charged by UDcast for Services as specified in the Order or by separate contract.
- 2.12 “**Service Period**” is the period specified for the Services as specified in the Agreement and covered by the Service Fees.
- 2.13 “**Support Request**” is a written service request containing information of the Customer’s system, and a detailed description of the problem described further in Exhibit 1.

3. AGREEMENT STRUCTURE

- 3.1 A Maintenance and Support Services Agreement Document binding on the parties (hereafter “**Agreement**”) shall be made either in a form of (a) a written order and a written confirmation of the order or (b) a written contract signed by both parties. The Agreement consists of the agreement document(s) as described above, the then current Service Description, the specific terms and conditions of UDcast’s Maintenance and Support Services and the UDcast’s Terms and Conditions of sale.
- 3.2 In case of a conflict between the Agreement’s documentation the order of preference shall be the following:
 - 1. The Agreement Document
 - 2. The then current Service Description
 - 3. These specific terms and conditions of Maintenance and Support Services
 - 4. UDcast’s general Terms and Conditions of sale
- 3.3 The Agreement Document together with all other agreement documentation specified therein state the entire agreement between the parties relating to the Services and supersedes all prior communications, written or oral, between the Parties.

4. SCOPE OF THE SERVICES INCLUDED IN THE MAINTENANCE AND SUPPORT SERVICES AGREEMENT

- 4.1 UDcast agrees to provide the Customer with the Services described in the applicable Service Description(s) in a good workmanlike manner and using its own working methods.
- 4.2 The Services will be given only to releases of the Software that are specifically supported by UDcast and only to problems that are reproducible in the release of the Software running unaltered in an environment supported by UDcast.

- 4.3 UDcast will support the latest release of the Software for customers subscribing to its Maintenance and Support Services. UDcast will provide bug fixes for Software versions of Products for 6 (six) months from the declaration of End of Sale and general Support Services for an additional 18 (eighteen) months. UDcast will not support Software Products for more than 2 years after End of Sale.
- 4.4 UDcast will extend the Warranty and support its Products on its selected Hardware for Customers subscribing to a 3 years Maintenance and Support Services Agreement starting from the date of sale of the Products to the Customer. In case of Hardware's failure during this extended Warranty Period and if such Hardware and/or spare parts are no longer available UDcast reserves the right to replace the faulty Hardware with similar Hardware with similar or higher capabilities. In case of Hardware's failure after the expiry of the extended Warranty Period, Customer will be charged for the repair of the Hardware and for any spare parts if such are available or will be required to upgrade at their expense to new UDcast-specified Hardware.
- 4.5 The annual Service Fee shall not cover, and UDcast has no obligation to correct, Errors that have been caused by (a) amendments, alterations or modifications to the Product made by the Customer or third parties (b) using the Product in a manner that is in violation of the Agreement or contrary to instructions given by UDcast (c) the Customer's combining or merging of the Software with any Hardware or Software not identified as compatible by UDcast or (d) a third-party Product. Where UDcast finds that a problem identified in a Support Request is the result of one of the above, UDcast is entitled to charge the Customer for the troubleshooting and identification of the problem in accordance with its then current price list. Additionally such Error(s) will be corrected only if specifically agreed between UDcast and the Customer in which case UDcast will charge Customer on a time and materials basis in accordance with its then current price list.
- 4.6 Any other services, such as (a) any on-site support or assistance at Customer's premises, (b) installation of Software (c) consulting (d) any UDcast pre-sales operations or training or (e) preparation or delivery of any other documentation other than the existing Product Documentation (for example instructions for Customer specific tasks, configurations or optimizations) are not part of the Services described in this document. Such services are available as advised by UDcast and are charged separately.

5. SERVICE HOURS

Unless otherwise specified in the applicable Service Description or specifically agreed the Services are provided during Office Hours.

6. CUSTOMER RESPONSIBILITIES

- 6.1 Unless otherwise agreed in writing, the installation of the Products delivered by UDcast shall be the responsibility of the Customer.
- 6.2 The Customer will ensure that UDcast receives all necessary and requested information for the performance of the Services as specified in the Service Description. Customer will provide sufficient evidence of the current

Maintenance and Support Services Agreement. Customer is responsible for the correctness of the information supplied to UDcast.

- 6.3 Customer agrees to perform certain duties and tasks as may be reasonably directed by UDcast in response to the Support Requests such as, but not limited to system restarts, recording of Error information, running of executable diagnostic tests, if any, and running operational readiness tasks.
- 6.4 Customer shall always be responsible for making backup copies of its system(s), and for checking their integrity as well as for all disaster recovery measures. UDcast shall not be liable for any direct or indirect loss or damage caused by damaged, changed, altered or disappeared data contained in the Customer's system(s) nor for the losses caused by their re-creation.

7. CUSTOMER CONTACT AND COMMUNICATION

- 7.1 Customer shall designate a specific person as primary Authorized Customer Contact(s) for UDcast's Maintenance and Support Services under the agreement. Customer shall notify UDcast of any changes in the Authorized Customer Contact. Unless otherwise described in the Service Description(s) all communication related to the Services, including Support Requests, shall be delivered to UDcast first and foremost by email or otherwise in writing as advised by UDcast from time to time.
- 7.2 The language for all communication related to the Services shall be French or English.

8. FEES

- 8.1 Customer shall pay to UDcast a maintenance and support fee ("**Service Fee**") as set forth in the Agreement Document and/or applicable price lists. Other charges will be invoiced at UDcast's then current applicable rates to Customer as incurred. UNLESS AGREED OTHERWISE IN WRITING AND PRIOR TO SHIPMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR SHIPMENT COSTS, TAXES AND/OR CUSTOMS DUTIES ARISING FROM THE RETURN OF ANY DEFECTIVE PRODUCT TO UDCAST AND/OR ARISING FROM THE DELIVERY BY UDCAST OF THE REPLACING PRODUCT TO CUSTOMER. UDCAST WILL INVOICE TO CUSTOMER ANY SHIPPING COSTS, TAXES AND/OR CUSTOMS DUTIES PAID BY UDCAST IN THIS RESPECT.
- 8.2 UDcast shall be entitled to amend the Service Fee and/or its price list by giving at least thirty (30) days prior written notice to Customer. The Customer shall be entitled to terminate the Agreement by giving written notice to UDcast to that effect prior to the effective date of a price increase. Otherwise such changes shall become effective and shall apply as of the effective date specified in UDcast's notice, however not earlier than the beginning of the subsequent Service period.

9. LIMITATION OF LIABILITY

UDCAST WARRANTS THAT MAINTENANCE AND SUPPORT SERVICES PERFORMED PURSUANT TO THE TERMS OF THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. UDCAST DOES NOT WARRANT ITS PRODUCTS OR SERVICES BASED ON, INCLUDING OR INTEGRATED WITH THIRD PARTY

HARDWARE OR OTHER COMPONENTS BEYOND WHAT IT RECEIVES FROM SUCH THIRD PARTIES. UDCAST' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS LIMITED MAINTENANCE AND SUPPORT SERVICES WARRANTY SHALL BE FOR CUSTOMER TO RECOVER THE FEES PAID FOR SUCH NONCONFORMING SERVICES.

10. TERM AND TERMINATION

These Specific Conditions shall be effective throughout the term of any Agreement Document and shall continue in force until further notice.

11. TERMINATION FOR BREACH

11.1 Each Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party is in breach of any material obligation under this Agreement and the breaching Party fails to remedy such breach within such notice period.

11.2 When terminated by UDcast due to a material breach by the Customer the Service Fee paid by the Customer or any part thereof will not be refunded to the Customer.

11.3 When terminated by the Customer due to a material breach by UDcast, the proportional part of the Service Fee (corresponding to the time left from the Service period after termination) for the on going Service Period will be refunded by UDcast.

12. AMENDMENTS

12.1 UDcast may amend the terms of the Services as described in the Agreement and/or any additional exhibit by giving at least thirty (30) days prior written notice to Customer. Customer shall be entitled to terminate the Agreement by giving a written notice to UDcast to that effect prior to the effective date of such amendment; otherwise such amendments shall become effective and shall apply as of the effective date specified in the UDcast's notice, however not earlier than from the beginning of the subsequent Services period.

12.2 Amendments to Service Fee and price list shall be made in accordance with Clause 8.2.

12.3 Other amendments and modifications to this Agreement shall be made in writing and signed by both Parties.

13. SUBCONTRACTS

UDcast shall have the right to use subcontractors to perform any of its obligations under this Agreement.