

EXHIBIT 1 – MAINTENANCE AND SUPPORT SERVICES DESCRIPTION

UDcast's Maintenance and Support Services are available when Customer has a valid Maintenance and Support Contract. These services consist of:

- (i) Product Support Services;
- (ii) Software Support Services;
- (iii) Hardware Support Services.

CHAPTER 1 - HANDLING OF SUPPORT REQUESTS

1.1 Communication

All communication to UDcast Maintenance and Support shall be channeled through a designated Authorized Customer Contact.

Designating and updating Authorized Customer Contacts is required in order to ensure that the call is (a) from a legitimate Customer representative and (b) to provide UDcast with up-to-date Customer contact information for notifications regarding upgrades, patches, dynamic Updates, and other enhancements as they become available.

1.2 Call handling

1.2.1 Support request submission

Customer shall submit any new Support Request to UDcast through a web form available at <http://support.udcast.com> or <http://www.udcast.com/tac.htm>

The Form will require information such as:

- Customer information
 - o Name of caller
 - o Call back phone number
 - o Email(s) to copy
- Product information
 - o Product name
 - o Product part number (to identify the Hardware model and Software version)
 - o Product serial number
- Request information
 - o Request type (to classify the Support Request in one of the following categories: (i) configuration assistance, (ii) problem report, (iii) upgrade request or (iv) new feature request)
 - o Request description (to the extent possible, including function or feature affected, observed behavior, Hardware environment, network diagram, logs, historical data and system configuration as available)

1.2.2 Support Request identification

UDcast shall acknowledge reception of the Support Request by email and shall provide to Customer a unique reference number for the Support Request, which is used for further reference during processing or escalation.

The Support Request number provided by UDcast to Customer shall always be used for further communication in order to facilitate tracking.

1.2.3 Support request processing

Once UDcast has provided Customer a reference number for the Support Request, follow-up will be done by email or by phone.

The email addresses and phone numbers are the following:

Email → support@udcast.com

Phone → +33 (0) 4 93 00 16 60

The preferred way of communication is always by email. The secondary form of communication is by telephone. Email shall include the Support Request reference number in the subject of the email.

The Customer shall receive written communication by email from UDcast when the call:

- is first received or logged by UDcast (automatic notification); or
- requires more information during the troubleshooting process; or
- is responded to and/or resolved.

1.3 Call Classification

The following classification will be used to identify the Support Request based on its severity:

- **Priority 1 - Critical Technical Issues** consist of a total loss of core functionality in the Software that severely affects the Customer's business operations.
- **Priority 2 - Major Technical Issues** include severe performance problems in the Software or loss of data that has a noticeable impact on Customer business operations.
- **Priority 3 - Other Issues** consist of technical issues that have minor or no impact on business operations, or bug fix and enhancement requests pertaining to Software maintenance.

UDcast will contact the person submitting the Support Request within 4 (four) working hours after reception of the Support Request. In case of any dispute, the date and time of the form submission will be used as a reference.

UDcast will provide best effort to process Customer maintenance and Support Requests in a timely fashion and will use the criteria above to classify and prioritize Customer requests.

CHAPTER 2 - PRODUCTS SUPPORT SERVICES

Products Support Services consist of technical support and assistance by e-mail and telephone to Customer using the Product. Support services include receiving, classifying, and logging Support Requests and the assignment thereof to UDcast technical specialists who are responsible for troubleshooting the problem until it is resolved.

2.1 Problem resolution

A problem is considered resolved when:

- Software conforms substantially to its specifications and to the Software Documentation; or
- The Customer has been advised on how to correct or bypass the Error; or
- The Customer has been informed that the correction to the Error will be available through a future Software Upgrade, or through a future dynamic Update package, or through a Documentation Update; or
- UDcast has found that the issue is a Hardware failure and that correction of the problem will be available through a Product repair or replacement; or
- UDcast has found that the issue falls within a category outside the scope of the Maintenance and Support Service Agreement and the Customer has been notified thereof.

If an Error is to be solved with a future Software Upgrade, or through a future dynamic Update package, or through a Documentation Update, UDcast will deliver commercially reasonable efforts to advise the Customer on how to bypass the Error.

If an Error is to be solved with a Product repair or replacement, UDcast will repair or replace the Product or the defective parts according to the terms and conditions of the Hardware Support Services.

UDcast does not warrant that Errors will be fixed in any specific time frame. UDcast only undertakes to deliver commercially reasonable efforts to satisfactorily resolve each incident using the guidelines of the Call Classification.

2.2 Service tools

Remote access to the Product is often required to enable and speed up the troubleshooting process and progress on problem analysis. UDcast may require the Customer to provide such remote access capabilities to the Product in order to troubleshoot the problem. Customer shall provide reasonable efforts to provide remote access to UDcast.

UDcast shall provide the Customer the necessary information in order to configure, operate and troubleshoot the Product. UDcast makes available to Customers a website dedicated to technical support that contains the relevant information in order to configure the Product. Access to UDcast Technical Support website (<http://support.udcast.com>) is provided to Customer on demand.

The Service Fee does not cover (a) any on-site support or assistance at Customer's premises, (b) installation of UDcast Products, (c) consulting, (d) any UDcast pre-sales operations or training, or (e) preparation or delivery of any other documentation than

the existing Product documentation (for example instructions for Customer specific tasks).

CHAPTER 3 – SOFTWARE SUPPORT SERVICES

Support Services for the Software consist of making available to Customer bug fixes through Updates, maintenance releases or new releases of the Software for the Product.

UDcast does not warrant that Product purchased by Customer will support all future features of new Software or that all new Software releases will be compatible with previous versions of the Product (*i.e. Hardware*).

However, UDcast will provide support to Products until the end of the agreed support period either by making new Software releases compatible with Products covered by the maintenance and support agreement by providing support to the previous Software release of the Product with bug fixes and/or maintenance releases or in the form of workarounds.

Support Services for the Software will be subject to the conditions specified in the UDcast's Maintenance and Support Services Agreement, unless otherwise agreed.

CHAPTER 4 – HARDWARE SUPPORT SERVICES

Support Services for the Hardware consist of replacing the Product if it is proven to be faulty due to a Hardware's failure.

UDcast will not accept return of any Product unless UDcast has acknowledged the Hardware Product failure by providing Customer with a Return Material Authorization (RMA) reference number and Customer has completed the Return Material Authorization form.

UDcast will ship to Customer a replacement Product within the next four (4) working days following the day on which Customer has provided UDcast with a completed RMA form. UDcast's commitment is to ship within the time specified and UDcast is not responsible for delays in transport, handling, clearing or delivery.

Support Services for the Hardware will be subject to the conditions specified in the UDcast's Maintenance and Support Services Agreement, unless otherwise agreed.

4.1 RMA handling

Once UDcast has confirmed the Product to be faulty due to a Hardware failure, UDcast will provide Customer with a Return Material Authorization (RMA) form to complete. This form will be pre-filled with the following information:

- RMA reference number
- Customer contact details
- Product part number
- Product serial number
- Hardware fault description
- Address where Customer must ship the faulty Product

Customer is responsible for completing the RMA form with the following information:

- Shipment address where UDcast should ship the replacement Product
- Customer contact name for the shipment
- Customer contact email for the shipment
- Customer contact phone for the shipment

The RMA will not be processed and replacement Product not be shipped, if the RMA form has not been completed by Customer.

When the failing Product is returned by Customer to UDcast, the shipment should clearly indicate the RMA reference number and the RMA form should be included within the shipping box.

4.2 RMA conditions

4.2.1 Usage conditions

Customer should store and operate the Product in the conditions described in the Product documentation. If UDcast establishes sufficient evidence that the Product has not been used in normal conditions or as described in the Product documentation, Customer will be charged for the Product repair.

4.2.2 Shipment conditions

UDcast will not accept any material return unless the RMA form has been completed by Customer.

4.2.3 RMA packing conditions

Where possible the original packing, including any anti-static and foam wrapping be used on all returned Products. Should the original Product packing not be available, then adequate packing should be used taking into account the method of shipment of the Product.

Customer is responsible for delivering the returned Product to UDcast safely and undamaged.

4.2.4 Replacement conditions

UDcast reserves the right to replace the Product with another Product having the same or higher level of performance and features. UDcast may use new or repaired parts with the same level of quality for the replaced Product.

UDcast will not provide any Warranty on the replaced Product beyond the initial Warranty Period.