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## 1. SERVICE PROVISION MODES

**1.1 Hours of the software remote assistance service.**
The Remote Assistance Service is available weekdays during the following office hours: from 9 a.m. to 13 p.m. and from 14 p.m. to 18 p.m.
Outside these hours our phone answering machine service allows to maintain the priority of response.

**1.2 The service can be accessed in the following ways:**
Modality: always remote, service supplied to customers via telephone line, fax, e-mail or TCP/IP.

- Voice (telephone) +39 051 736555
- e-mail support@axeltechnology.com
- Contact us Form to fill in the Support Area of AxelTechnology Website

**1.3. Conditions of the software remote assistance service.**
- Call the telephone number, reporting to Axel Technology technicians the product serial number and the nature of emergency, and, in any case, explain in a written form technical details of the issue in question.
- Follow the instructions of Axel Technology technical personnel, who will decide if the remote service intervention is necessary or not.

N.B. Before requesting the service and making any modification, the system administrator of the Customer takes on responsibility of making backup copies (whole and complete) of all the transmitter's data in order to allow any recovery operations.
Axel Technology assumes no liability, in any way or form, for any loss of data or other backup objects.

- The technical referee should remain available for all the duration of the service provided. He should actively support and monitor all the operations carried out.
- Once the operation is completed, the technical referee should verify the correct functioning of the system in all its parts.

## 2. REQUEST FOR SERVICE ACCESS (BACK UP DATA AND TAKEOVER) – DISPUTES

2.1. Before any request for remote assistance service, the Customer agrees to make a backup copy of his data, and complements, contained in the SOFTWARE PRODUCT subject to intervention.
Axel assumes no liability for any customer's personal data that should be damaged, altered or destroyed in the course of the intervention, as well as for the eventual recovery of the same will be borne by the customer. axel guarantees the restoration of the software product functionality only if the last backup performed by the customer is whole and complete.
2.2. Axel agrees to take delivery of the remote assistance requests within a maximum period of six (6) hours (unless unforeseeable circumstances / force majeure) the request. Axel does not guarantee minimal time and ways to assist the SOFTWARE PRODUCT, while Axel ensures the maximum effort to meet as soon as possible the requests.
Requests for intervention to update software applications will be managed according to a schedule previously agreed with the technical staff of Axel Technology.
2.3. The request must be submitted by the Customer, any call and connection charges generated from assistance are always paid by the Customer. Intervention operations (including any phone call) may be recorded for training of internal staff, as well as enterprise storage.
2.4. Taking care of intervention requests will follow the following priority criteria at Axel sole discretion:
Emission blocked; Advertising Emission blocked;
Level 2 MEDIUM Malfunctioning Registration Services; malfunctioning Management Services; System in an emergency; Blocked Emergency;
Level 3 LOW Various malfunctioning services; Request for information
False statements lose all priority rights.
2.5 Axel will not accept unsubstantiated claims about communications not in writing.

## 3. ESSENTIAL REQUIREMENTS FOR SERVICE ACCESS

3.1. The Customer declares to know and accept the SERVICE access conditions, as indicated in Article 3.2.
3.2. The contractual requirements are:
- Being licensee of the software covered by the SERVICE;
- Ongoing and active remote assistance contract (not expired);
- Having paid the annual fee foreseen by the contract

The formal requirements are:

[**SYSTEM**] (see article 5.5 of the Glossary)
- The system must be supplied with a declaration of conformity as required by applicable laws and technically approved by Axel;
- Before any change in the system, the customer must communicate, in writing, by sending the related updated documentation to Axel, which reserves the approval process;

**[SYSTEM INSTALLATION]**
- Installation of the system must be completed;
- When the system installation is or has been performed by the customer or third parties, before starting the installation, the Customer must submit in advance to the technical office of Axel the system diagrams for their subsequent approval by Axel;

**[SYSTEM ADMINISTRATOR AND OPERATORS]**
- Before taking over the software products management covered by this contract, System Administrator and operators of the client shall have attended the training course provided by Axel and only having successfully passed the course they will be able to take charge of the SOFTWARE PRODUCT;
The technical requirements are:
- Available phone line, fax, e -mail and access via remote to the computer network;
- A broadband internet connection;
- A power network dedicated solely to the system, protected by a double conversion UPS and connected to a good plant grounding system in compliance with the current legislation;

- An environment where the apparatus will be accommodated, and in particular the Server; the environment must be air-conditioned to ensure maximum temperatures around 20 Celsius degrees and not greater than 25 Celsius degrees;
- The software application for any remote assistance indicated in Article 5.1.1, as requested by Axel.

3.3. In presence of any technical problem that the Customer may encounter during any operation, in the absence of the requirements referred to in Article 2.2, Axel assumes no liability for any direct or indirect damage.

3.4. The Customer acknowledges and agrees that:

- Axel reserves the right not to provide the SERVICE as long as all the requirements referred to in Article 2.2 are not satisfied, and that if even one of the requirements ceases during the contractual relationship, and Axel decides also to provide those services, Axel may not be held liable for any damages resulting from breach of contract or other illicit act;
- In the case of remote assistance, if the Customer fails to take the remote assistance software version requested by Axel and Axel decides to deliver the service equally, Axel will not be held in any way responsible for any damages resulting from breach of contract or other illicit act;
- In any case, Axel retains the right to indemnity against liabilities pursuant to art. 1228 of the Italian Civil Code.

## 4.SERVICE DESCRIPTION

Services covered by this contract may include (according to the applications chosen by the customer in the Deal Memo):

### 4.1 REMOTE ASSISTANCE

That is the availability of a remote assistance service to the customer, accessible via **TCP/IP**, **VIA TELEPHONE LINE, VIA E-MAIL OR FAX,** for SOFTWARE PRODUCT diagnostics, to be used during office hours and using the methods described at point 1 of the current annex). As for the assistance **VIA TCP / IP**, the Customer - in order to connect directly to Axel's service technicians - shall purchase the software application that will be required by Axel; the lack of the software application will make impossible to initiate the SERVICE itself.

4.2 The service is designed to remotely assist the SOFTWARE PRODUCT, as well as to verify the adequacy of the SOFTWARE PRODUCT functioning. In some circumstances, Axel in its sole discretion may determine for technical reasons if it is necessary to personally intervene at the Customer site (ON SITE), if the remote assistance intervention is not deemed appropriated; under these circumstances, the intervention is to be considered not contractual and it will be defined by a different agreement with Axel, and in case of Customer refusal Axel cannot be held liable for anything.

4.3 The remote service **includes**:

- help desk services;
- support for the diagnosis and care of the problems encountered during the use of the SOFTWARE PRODUCT;
- Reorganization and reclassification of the SOFTWARE PRODUCT databases;

The service will be provided in compliance with the industry standard of due diligence, by means of qualified personnel, through the methods that Axel deems most appropriate each time, respecting what is specifically requested by the Customer as reported in the current Annex B.

4.4 The remote assistance **does NOT include**:

- Technical assistance on technical issues, total or partial loss of the SOFTWARE PRODUCT or data contained in or linked to it, if they are determined by:
- incorrect use, atypical usage (e.g. non-compliance with operating rules, unauthorized usage, do not comply with reasonable diligence and / or documentation of the SOFTWARE PRODUCT usage as supplied or subject to updating), alteration, tampering or unauthorized interventions taken by the Customer on the SOFTWARE PRODUCT (including the upgraded versions), or by anyone not authorized by Axel;
- SOFTWARE PRODUCT integration with products not supplied directly or not authorized by Axel;
- negligence, carelessness or willful default of the Customer or its employees and / or collaborators;
- errors not attributable to the SOFTWARE PRODUCT (including the upgraded versions).

4.5 The remote assistance service **also does NOT include**:

- SOFTWARE PRODUCT installing and re-installing;
- Hardware and software changes / setup of the system and their design or redesign;
- Hardware assistance;
- On Site Customer Support;
- Reintegration of the Customer database contained in the SOFTWARE PRODUCT;
- Operators / Customer training;
- Data conversion, exchange formats and customization in general;
- Schedules planning and their verification;
- Viruses diagnosis and remediation;
- Assistance to parts or systems with non-certified third-party and / or not authorized by Axel;
- Assistance to all software not included in Exhibit B, in particular to Operating Systems.

**IT IS UNDERSTOOD THAT, IF THE CUSTOMER REQUIRES AXEL'S OTHER SERVICES, THOSE SERVICES WILL BE PROVIDED UNDER A SEPARATE AGREEMENT AGREED WITH AXEL.**

**4.6 UPDATING**

The Customer will be entitled to receive any SOFTWARE PRODUCT upgrade and documentation, as well as any SOFTWARE PRODUCT adjustments prepared by Axel from the date of this contract signature and throughout its duration**.**

These can be downloaded directly from the Axel's customer technical site pages and will be subject to the same legal conditions agreed upon the original SOFTWARE PRODUCT.

Should the customer require the installation service of software updates provided by Axel Technology technical department, the service provision schedule shall be planned with technical department itself.

4.7 Prior to installation of any update, the Customer should always check for compatibility with its system.Axel is not liable for any technical problem or consequential damage.

4.8 If the Customer refuses or does not use the SOFTWARE PRODUCT updating and / or the corrections as suggested by Axel, Axel does not ensure its proper functioning.

4.9 **[OLD UPDATES]** If this contract ends later than the SOFTWARE PRODUCT license contract, SOFTWARE PRODUCT upgrades and documentation - as well as any fixes that were released in previous years (between the date of the license and the remote assistance contract) - will not be included and will have to be compulsorily purchased by the same Customer. The same clause also applies to interruption periods of the remote assistance contract and updating.

4.10 All the above services will be provided only to the SOFTWARE PRODUCT officially released by Axel and limited to its application functionality.

4.11 The Customer undertakes to provide do not to use / install software not authorized by Axel. If the Customer is not able to comply with this requirement, Axel can not warrant the SERVICE agreed in the Contract.

## 5. GLOSSARY

### 5.1 Help-desk

Help-Desk is a structure created for the management of the technical support to computer system users.

Help Desk is the unique access point for all those users who need to solve any issue which may be arisen while using the equipment. It is also where all the requests concerning the service provided should be sent.

Help Desk manages all requests and keeps under control the calls status until they are completely solved.

Help Desk service provides the Customer with support in the following areas:

- Calls handling (from receiving of the call up to the closure of intervention)
- Requests of information about the progress status of a support request
- Requests of information about any scheduled activities.

Support requests will be handled by means of an appropriate Call Management System that will allow the recording and processing of each call up to its proper closure. Every request is recorded on a computer system with a specific call identifier related to the whole management process, and with a code qualifying the type of request or problem and the priority/urgency of the same.

Once an application is received, it will be registered and qualified (e.g. by type of problem HW/SW, by information, by user, etc. ..) and the support structure will be activated.

**5.2 Bug**
Bug identifies an error in the program code, which causes its malfunctioning or operation different from the one expected or specified by the manufacturer.

**5.3 Updating**
An update is a software package that replaces an installed version of a given product with a newer version of the same product. During the update process the data and user preferences may change, while the existing software is replaced with its latest version.

**5.4 Backup**
Backup is an important operation consisting in the duplication of all the information saved on disks of a workstation or server (such as data and/or programs) on different external devices. Normally, it is carried out with a specified frequency (for example, once a day or once a week).
Backup activity is a vital aspect of a computer or computer system management: in case of failure, virus infections or tampering, backup allows to retrieve the data of the user or users using the workstation and, in case of server or database, this recovery may be essential for the work of many people.

The type of backup to be performed and its periodicity are usually regulated by a specific company procedure. There are often automatic procedures (subject to periodic review) and further procedures implying a manual intervention. The responsible of security should make and trace regular checks and system operations. Normally, the type and brand of the devices on which the backup is performed must be of approved for the procedure, and must be regularly checked and replaced.
It is absolutely necessary to keep the backuped devices in locations physically separated and distinct from the systems in use, in order to avoid the loss of copies along with the originals in case of failure, damage or other catastrophic event.

**5.5 System**
A system is defined as a set consisting of:
1) Computer hardware constituting the automation system (servers, broadcasting, editing, recording, A/V signals reception, etc);
2) Software applications installed on the hardware, necessary for the above-mentioned automation operations;
3) Computer network (complete of all infrastructures) linking computers and servers;
4) Power supply network of computers mentioned above, complete of UPS systems and Electrogen Groups;
5) Devices (Air-conditioning units, ventilation systems, isolation systems, grounding equipment, ecc) aiming at the achievement of the environmental conditions necessary for the correct functioning of the system;
6) Devices functionally connected to the products object of the service (such as: switch/hub, remote controls, consoles, switchers, encoders, processors, routing switchers, synchronizers, etc.).