

# BROADSTREAM SOLUTIONS, INC.

## TERMS & CONDITIONS

### **SERVICE, MAINTENANCE & SUPPORT-OASYS SOLUTIONS**

Service maintenance and support for Hardware and Software for OASYS is included for the first year after formal system acceptance or first beneficial system use (whichever comes first). BroadStream uses an advanced replacement model for Hardware support and will send replacement or loaner parts for BroadStream supplied hardware on the next business day, when possible, at the time a call is placed to BroadStream Solutions Technical Support Center (subject to product or part availability).

Support is required at the time of purchase. BSS-CARE is a contract which carries an annual charge and is based on the list price of BroadStream software products sold. BroadStream will attempt to provide 60 days' notice of an expiring SMA contract in all cases.

BSS-Care provides access to a support engineer 24/7, prioritized response times to hardware and software problems and free of charge maintenance software releases. Annual charge based on the undiscounted price of all supported hardware and software on site, minimum charges apply. Price quoted is based on the above quoted items only. Coverage starts from 1st of the month following delivery. Price quoted is for the first year only. If an existing agreement already exists, then it will be extended to include any new items with charges adjusted on a pro-rata basis at next renewal.

### **VALID PRICING**

Quotation pricing is valid for 30 days from the proposal date of the latest quote. Purchase orders cannot be placed against Budgetary Proposals, only valid Quotes.

This Agreement is the product of both parties, constitutes the entire agreement between said parties, and pertains only to the subject matter hereof. All prior negotiations and drafts of the parties about this/these transactions are merged and contemplated herein. All other written or oral agreements existing between the parties regarding such transactions are expressly cancelled.

### **PAYMENT TERMS**

- QUOTATIONS ARE VALID FOR 30 DAYS ONLY, AND FROM PROPOSAL DATE.
- The Price shown excludes VAT or any other Sales or other Taxes which will be charged at the relevant rate.
- This Quotation is subject to the Terms of Sale (see below).

12-months warranty will be provided for all supplied hardware on a return to base (RTB) model. Support should be contacted for an RMA number and then hardware must either be returned to BroadStream's US, UK, Croatian office, or regional supplier as appropriate - advance replacement parts will not be provided.

Warranty begins on the 1st of the month following shipment to the customer. BroadStream can provide appropriate spare parts as part of quotations, if requested, to allow for any hardware issues to be resolved quickly onsite by the customer.

Most systems will include a final commissioning and as-built report detailing system and services provided. The date of formal system acceptance or first system beneficial use will be used as the date when the system is considered as 'delivered to site' for the support timescales detailed above.

### **Parties**

BroadStream Solutions Inc., a corporation organized under the laws of the State of Georgia, is referred to herein as "BROADSTREAM" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, or merchandise described on the front hereof, regardless of type, are referred to herein as "Products."

### **Acceptance of Purchase Orders**

Quotations furnished by BROADSTREAM do not constitute an offer to sell. No written or oral order of Buyer will become a binding obligation of BROADSTREAM unless and until BROADSTREAM has issued its order confirmation as provided herein. BROADSTREAM reserves the right to reject any order based on Buyer's creditworthiness.

Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by BROADSTREAM of or reference by BROADSTREAM to or performance by BROADSTREAM under any order submitted by Buyer will be deemed to be an acceptance by BROADSTREAM of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.

### **Order Cancellations**

BROADSTREAM reserves in its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with BROADSTREAM's then current cancellation policy.

### **Prices and Payment**

Unless otherwise stated on the Quotation, all prices are Ex-Works BROADSTREAM's facility and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to BROADSTREAM's invoice as a separate charge and will be paid by Buyer.

Unless otherwise detailed on the Quotation, the purchase price for Products sold hereunder will be due and payable in the full invoice amount based on the listed terms of the Quotation; provided, however, BROADSTREAM reserves the right, in its sole discretion, to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by BROADSTREAM against any indebtedness or obligation owing by Buyer to BROADSTREAM, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.

Any amounts payable to BROADSTREAM hereunder which are not paid when due will thereafter bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due BROADSTREAM is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without

limitation, all court costs, and reasonable attorney's fees.

Upon the failure of Buyer to make any payment when due, or in the event of default, breach or repudiation by Buyer of any obligation to BROADSTREAM, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, BROADSTREAM will have (in addition to all rights and remedies BROADSTREAM may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer (iii) limit the use of the software; or (iv) declare the full purchase price of all Products sold hereunder immediately due and payable.

If BROADSTREAM agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation will not affect in any manner whatsoever BROADSTREAM's right thereafter as to that or any other order to require payment in accordance with the terms specified.

### **Security Interest**

To secure Buyer's obligations hereunder, BROADSTREAM reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by BROADSTREAM. Buyer agrees upon request by BROADSTREAM to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints BROADSTREAM as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for BROADSTREAM to perfect and maintain the security interest reserved herein.

### **Delivery and Risk**

Unless otherwise provided on the Quotation, delivery of Products hereunder will be Ex-Works BROADSTREAM's facilities. BROADSTREAM agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the Quotation, by such means and carrier as determined by BROADSTREAM unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse BROADSTREAM for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the Quotation, any arrangements and expenses incurred by BROADSTREAM for carriage and insurance of Products will be for the account of Buyer, will be billed to Buyer and will be due and payable together with the purchase price for the Products. In some cases, BROADSTREAM may ship Products in partial shipments and BROADSTREAM reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the Quotation or invoice is its requested delivery date. BROADSTREAM shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the Quotation hereof, but such delivery dates are not guaranteed.

### **Deferred Deliveries**

If BROADSTREAM defers deliveries at Buyer's request, Buyer shall indemnify BROADSTREAM against all loss and additional expense incurred by BROADSTREAM in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance, and similar charges. Transfer to storage will be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms listed on the Quotation.

### **Limited Warranty**

The Products are covered by a limited warranty in favor of the End User set forth on Schedule A. EXCEPT

AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, BROADCASTREAM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND BROADCASTREAM HEREBY DISCLAIMS THE SAME.

### **Exclusions**

The warranty provided by BROADCASTREAM shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with BROADCASTREAM's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products.

### **Limitation of Liability**

In no event shall BROADCASTREAM be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any third party, even if BROADCASTREAM has been advised of the possibility of such claim. In no event shall BROADCASTREAM's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.

### **Inspection; Limitation of Actions**

Buyer shall promptly inspect and test all Products as soon as practicable after the date of receipt. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages or nonconformities of Products are discoverable by inspection or testing upon receipt by Buyer, all obligations of BROADCASTREAM with respect to such defects, shortages or nonconformities will be deemed to be satisfied, and all Products will be deemed to be free of such defects, shortages or nonconformities, unless Buyer notifies BROADCASTREAM of such defects, shortages or nonconformities in writing within ten days after the date of receipt. No action, regardless of form, arising out of or in connection with the sale of Products hereunder (other than an action by BROADCASTREAM for any amount due to BROADCASTREAM from Buyer) may be brought more than one year after the cause of action has arisen.

### **Tender**

Where Buyer has declared or manifested an intention not to accept delivery in accordance with the provisions hereof, no tender shall be necessary, but BROADCASTREAM may, at its option, give notice in writing to Buyer that BROADCASTREAM is ready and willing to deliver in accordance with the provisions hereof and such notice shall constitute a valid tender of delivery.

### **Force Majeure**

BROADCASTREAM will not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to BROADCASTREAM relative to the production or delivery of any equipment or material required by BROADCASTREAM to perform its

obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond BROADCASTREAM's reasonable control. BROADCASTREAM shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

### **Miscellaneous**

- a. Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of BROADCASTREAM.
- b. No failure on the part of BROADCASTREAM to exercise, and no delay by BROADCASTREAM in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by BROADCASTREAM preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by BROADCASTREAM to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- c. This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of law. The parties hereby disclaim the application of the United Nations Convention on the International Sale of Goods.
- d. The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.
- e. These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless BROADCASTREAM shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by BROADCASTREAM of or reference by BROADCASTREAM to or performance by BROADCASTREAM under any such order form shall be deemed to be an acceptance by BROADCASTREAM of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of BROADCASTREAM's duly authorized officers.

### **BSS-CARE - TECHNICAL SUPPORT TERMS valid whilst "BSS-CARE" is active**

#### **1. Definitions**

"Emergency" A situation where Licensed Software or Hardware fails or malfunctions and such failure or malfunction is classified as Severity Level 1 or 2 as defined in Exhibit B, and will or reasonably may be expected to prevent a broadcast from going on air.

"Error" Any failure of Licensed Software or Hardware to materially conform to its functional specifications as published from time to time by the Company. However, any nonconformity resulting from the Customer's misuse, improper use, or alteration of the Licensed Software or Hardware, or the Customer's combining or merging the Licensed Software with any hardware or software not supplied,

identified or designated as compatible by the Company shall not be considered an Error.

“Error Correction” Either a (i) modification or an addition that, when made or added to the Licensed Software, establishes material conformity of the Licensed Software to the functional specifications, or (ii) a procedure routine that, when observed in the regular operations of the Licensed Software, eliminates the practical adverse effect on the Customer of such nonconformity.

“Licensed Software” any and all computer programs developed by and made generally available to customers by the Company, and purchased and paid for in full by the Customer, including any extracts from such programs, derivative works of such programs, or collective works including such programs (such as subsequent releases). This does not include software labelled as Alpha or Beta Software.

“Major Release” A Major Release is a change to the Licensed Software that is designated as any modification or addition that, when made or added to Licensed Software, significantly changes its utility, efficiency, functional capabilities or application, and may contain changes to the Graphic User Interface, or Application Program Interface, or underlying system architecture. The Company reserves the right to decide whether and when to undertake Major Releases. Major releases are designated as a version change from x.y to x+1.y.

“Minor Release” Any modification or addition that, when made or added to Licensed Software, changes its utility, efficiency, functional capabilities or application of a Major Release. The Company reserves the right to decide whether and when to undertake Minor Releases. Minor releases are designated as a version change from x.y to x.y+1.

“Normal Working Hours” shall be the hours between 8am and 5pm on Monday through Friday, excluding public holidays of the Company.

“Term” A period of 12 months commencing on the Commissioning Date.

## 2. Scope of Services

During the Term of this Agreement, the Company shall render the following services in support of Licensed Software, during Normal Working Hours. Services provided under this Agreement shall be for the licensed software listed on the Quotation, and as amended by agreement between the parties from time to time.

### a. Telephone and Email Support

The Company shall provide the following support via telephone and email during Normal Working Hours: assistance in Error Correction and assistance in minor changes to system set-ups or procedures that provide Error Correction in English language (or by agreement between the parties other languages).

In addition to telephone support during Normal Working Hours, the Company shall provide the Customer with twenty-four (24) hour telephone support to resolve an Emergency, however the customer hereby agrees that if the cause of the Emergency is found to be not due to the failure or malfunction of the Licensed Software or the Severity Level is found to be lower than Severity Level 2 as defined in Exhibit B, then the support provided is deemed to be chargeable at the rate defined for such work in Exhibit A.

### b. Licensed Software Updates

The Company may, from time to time, issue Minor Releases of the Licensed Software. The Company shall provide the Customer, without additional charge, with one copy of each such new release where they are deemed, by the Company, to be appropriate for the Customer's installation. The Company shall provide reasonable assistance to help the Customer install and operate each new release provided that if the customer requests in writing that such assistance be provided at the Customer's facility or outside of Normal Working Hours, such services shall be chargeable at the rates defined for such work in Exhibit A.

In the event that the Customer fails to install or arrange for the installation of any Minor Release within a reasonable period after its availability, the Customer's Licensed Software shall then be treated as "non-current" and the Company shall have no further obligation under this Agreement to support such Software.

The customer will be entitled to install all current purchased software on any Company approved hardware platform and to transfer licenses between upgraded hardware without charge for software.

c. Documentation

The Company shall furnish the Customer with such documentation with regard to Error Corrections and Minor Releases as the Company reasonably deems adequate. The Customer may download such documentation from the Company's web site at no additional fee to the Customer. The Company may in its sole discretion elect whether to distribute documentation electronically via web site or via media such as CD-ROM or hard copy. Such documentation shall be provided in English, provided that the Customer shall be free to secure translation of such documentation at its own expense.

d. On-Site Service Calls

Where required to provide Error Correction services the Company will provide On-Site attendance.

3. Fees and Charges

a. The Customer shall pay service fees and charges based on the fee schedule set forth in Exhibit A attached hereto. The Company reserves the right to change its rate schedule from time to time, provided that no such change shall be effective until at least thirty (30) days after the Company has given the Customer written notice of such change.

b. Except where required by the company to provide Error Correction Services, the Customer shall separately reimburse the Company for travel and subsistence expenses, including without limitation: transportation, lodging, meals and telephone expenses, incurred by the Company in rendering services to the Customer on-site.

c. The Company shall invoice the Customer for all additional fees and charges accrued, and all reimbursable expenses incurred. The Customer shall pay the invoiced amount promptly upon receipt of such invoice. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of one (1) percent per month or the highest rate allowed by applicable law.

d. If at any time any fees due under this agreement are unpaid beyond the payment terms of this agreement, the company may, and the customer unreservedly hereby agrees, withhold any services defined within this agreement.

e. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between the Company and the Customer shall be paid by the Customer in addition to the fees and charges otherwise invoiced under this Agreement.

### **Customer Responsibilities**

- a. The Customer shall report errors having first completed a Problem Identification Worksheet as specified in Exhibit C and will report the error in English via telephone or email to the relevant numbers/addresses agreed between the parties. Where, at the sole discretion of the company, errors are not reported at sufficient level of detail or in an understandable manner, in English the company may determine the requirement to visit the customer site and the customer hereby agrees that it will pay any fees due for such attendance the rates defined for such work in Exhibit A.
- b. The Customer shall be responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and hardware necessary to operate Licensed Software and to obtain from the Company the services called for by this Agreement.

### **Proprietary Rights**

Where the Company provides the Customer with any Error Corrections or Minor Releases, all associated intellectual property rights, are and shall remain the sole property of the Company, regardless of whether the Customer, its employees or contractors, may have contributed to the conception of such work, joined in the effort of its development, or paid the Company for the use of the work product. The Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgement that the Company may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated intellectual property rights.

### **Disclaimer of Warranty, Limitation of Liability and Remedies, and Indemnity**

- a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. In no event shall the Company's cumulative liability for any claim arising in connection with this Agreement exceed the lesser of the total fees and charges paid to the Company by the Customer within the previous twelve (12) months or the sum of Five Thousand US Dollars (\$5,000).
- c. In no event shall the Company be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if the Company knew or should have known of the possibility of such damages, including without limitation, penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, spoilage of material, or for any other types of economic loss.
- d. No action, whether based on contract, strict liability or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for non-payment may be brought within two (2) years of the date of the last payment.
- e. In the event that the Customer is delinquent in its payments to the Company as required by this Agreement, the Company shall have the right to withhold services under this Agreement until such delinquency is remedied. While the Company shall provide the items and services required of it under this Agreement as soon as reasonably possible, the Company shall not, in any event, be liable for any incidental or consequential damages in connection with or arising from or any delay in the furnishing of any items or services required of it under this Agreement.
- f. This Agreement shall not be construed nor operate to expand or otherwise modify the warranty or other provisions of any Product Agreement.



## **Miscellaneous**

- a. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is complete and exhaustive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- b. This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to its principles of conflicts of law. The parties hereby disclaim the application of the United Nations Convention on the International Sale of Goods.
- c. Neither party will be liable for delays due to accidents, acts of God, fire, strikes, embargo, acts of the Government, or other similar causes ("Force Majeure Event") beyond its control and that are not due to its acts or failure to act. If a Force Majeure Event occurs, the party delayed will promptly give notice to the other party. The party affected by the other party's delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Agreement.
- d. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.
- e. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties, and except that the Company in its discretion may pledge or assign its rights to payment hereunder. Subject to the foregoing, this Agreement inures to the benefit of and shall be binding on the parties hereto and their respective successors and permitted assigns.
- f. The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- g. If, under this Agreement, one party is required to give notice to the other, such notice shall be deemed given if sent by registered or certified mail, return receipt requested, overnight courier, telecopy, email, or other reliable means of communication, provided that it is properly addressed or directed, and provided that telecopy or email communications shall be confirmed by a hard copy delivery.
- h. The rights of the Customer under this Agreement may not be assigned without the prior written consent of BroadStream Solutions Inc, such consent not to be unreasonably withheld.
- i. During the term of this agreement, including any automatic renewals, and providing there are no fees outstanding under this agreement, the customer will be entitled to purchase any Major Release at a discount of 50% of the current published list price of the software.

## **EXHIBIT A**

### **Fee Schedule**

#### **Annual Maintenance and Support Service:**

- Required in initial system purchase including appropriate training package, BSS-CARE is a fee purchased for the TERM.
- Fee per quotation for any period after the initial term.
- Should a customer opt out of any part of the training package then no free support will be provided. In this event a written agreement and payment in advance will be required.

- In the event that a customer purchases hardware from a source other than BSS, we reserve the right to refuse support.
- Penalties will occur to reinstate a lapsed SMA.

**Products Covered:**

- All software sold and commissioned in accordance with the signed order.
- All hardware sold and commissioned in accordance with the signed order.

**On-Site or Non-Emergency Support Work:**

- \$375 per hour, or part thereof, for services rendered under the terms of clauses 2a, 2b or 4a.

**EXHIBIT B**

**Severity Definition**

- 1 - Critical business impact, this indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution.
- 2 - Significant business impact, this indicates the program is usable but is severely limited.
- 3 - Some business impact, this indicates the program is usable with less significant features (not critical to operations) unavailable.
- 4 - Minimal business impact, this indicates the problem causes little impact on operations or that a reasonable circumvention to the problem has been implemented.

**EXHIBIT C**

**Problem Identification Worksheet**

Contact Support via email at [support@broadstream.com](mailto:support@broadstream.com) and provide the following information and details:

**System Information:**

- What is the failing product?
- What is the version and release number?
- What is the name of the machine(s) where the issue has occurred?

**Problem Description:**

- What are the expected results?
- What statement or command is being used?
- What are the exact symptoms and syntax?
- What is or isn't happening, including exact error number and message text?
- Are any other systems experiencing the problem?
- Is this the first time this operation has been attempted?
- Is this the first time this problem has occurred?

**Environment:**

**Problem Location:**

**Error Logs**

Please provide error logs and MSINFO files from the system or systems affected by the issue.

1-10 Channels, Polistream 3 systems only - Price per channel to support any form of subtitle playout from file (also requires one or more language licenses for each channel), also allows for live subtitling input via serial/IP, volume prices apply to orders of more than 10 channels.

For open or closed subtitling (Polistream 3 systems only) - price per language, per format (i.e. per stream) for playout or transcode.

Quote Ref:

Project Ref:

Diagram Ref:

Sales Contact:

Technical Contact: