

Media Speech / AMI Support and maintenance policy

Definitions

Anomaly: repeated and reproducible malfunction attributable exclusively to the Services provided under this Agreement. An Anomaly is one of three types:

- **Critical:** an operating anomaly making it impossible to use the whole Services or one of their main functions;
- **Major:** an operating anomaly whereby some of the Services functionalities, including their main functions, can still be used;
- **Minor:** an operating anomaly whereby all of the Services functionalities can be fully used, albeit by means of a workaround solution.

1. Services availability rate guarantee (GAR)

Definition:

Any anomaly is the subject of a ticket opening recorded in the Service Provider's incident management system. Each ticket mentions the information necessary to know the impact of the anomaly. On this basis, the Service Provider will define the level of the anomaly.

The GAR represents the commitment of availability of the Services for the Customer, over a period and during the range of coverage defined with the Customer. It is expressed as a percentage of the operating time over the total duration of the period observed.

The Service Provider's annual availability rate target is 99.5%.

The following causes of unavailability are excluded from the calculation of this rate:

- Planned work (application version update: the Customer is notified 1 week in advance)
- Maintenance window (system and security updates => application unavailability)
- Force majeure (example: electrical failure, air conditioning or internet infrastructure, flood, etc.)
- Acts, errors or omissions by Customer's employees or employees of third parties, contractors or agents that are beyond the control of the Service Provider
- When the Customer requests to postpone the Service Provider's intervention (example: bugfix, etc.)
- When the Service Provider suspends the Services in accordance with the agreement
- In the event of failure of the Customer's equipment or its applications
- When the Customer does not operate the Services in accordance with the agreement
- When the Customer, its staff, agents or subcontractors have caused or approved the breakdown or failure.

In the event of non-compliance with this availability rate, the following penalty will apply, at Customer's request:

- If the availability is <99.5% and >= 99% over the year, penalty of 1% on the amount of the annual fee excluding tax for the year concerned
- If the availability is <99% and > 97% over the year, penalty of 5% on the amount of the annual fee excluding tax for the year concerned

This penalty will result in an invoice discount the following year.

It is expressly understood between the Parties that the penalty constitute discharge and shall be exclusive of any other indemnities in this respect.

In the event of disagreement on the amount of the penalty, each Party may include such disagreement on the agenda of the upcoming Steering committee. If no solution could be found during the Steering committee, each

Party may refer in writing to the manager appointed by each Party. The managers will then meet to make a decision, as soon as possible from the minutes of the steering committee meeting.

2. Time guarantee for taking into account change requests (GTC)

Definition:

The GTC is a Service Provider's responsiveness commitment which defines a maximum period (2 working days) for taking into account a change requested by the Customer, between the time of submission of the change request and the time of taking into account of said request notified to the Customer by the Service Provider.

By default, change requests are made from Monday to Friday between 9 a.m. and 6 p.m., Paris time, on Service Provider's working days.

3. Recovery Time Objective (RTO)

Definition:

The RTO represents the maximum permissible interruption duration in the event of a breakdown linked to a case of force majeure.

The RTO depends on the architecture put in place (options subscribed by the Customer):

Architecture	RTO
Without redundancy	7 working days
Passive redundancy (PRA)	consult your sales representative
Active redundancy (PCA)	consult your sales representative

4. Recovery Point Objective (RPO)

Definition:

The RPO represents the maximum allowable data loss in the event of a failure.

Customer data backups are replicated to a remote site every 24 hours.

The RPO depends on the architecture put in place:

Architecture	RPO
Without redundancy	25 h
Passive redundancy (PRA)	consult your sales representative
Active redundancy (PCA)	consult your sales representative