

SYNAMEDIA END-OF-LIFE POLICY

The End-of-Life Policy (“Policy”) does not apply to product that is already subject to an End of Life and/or End of Sale announcement. This Policy only applies to Synamedia products or solutions or services and not to any third-party products supplied by Synamedia.

GENERAL GUIDELINES:

This Policy has three key stages, which are described further below.

- Sales of a product are restricted (End of Sale)
 - Maintenance of a product ends (End of Maintenance)
 - Support for the product ends (End of Support)
1. As a general rule, Synamedia will provide 6 months prior notification of the affected product's End-of-Sale date and/or the last day from when the affected product may be ordered.
 2. Provided that you have in place an active service contract with Synamedia, access to Synamedia's Service Desk will be available for a period of up to 36 months from the End-of-Sale date .
 3. Hardware Support:
 - 3.1. Spares or replacement parts for Hardware will be available for a period of up to 36 months from the End-of-Sale date. We will provide spares and/or replacement parts in accordance with our Return Materials Authorization (RMA) process, provided that you have an active service contract in place with Synamedia as at the End-of-Sale date and continuously for the end-of-life transition period.
 4. Software Maintenance Support:
 - 4.1. For the first 12 months following the notification of the End-of-Sale date and subject to your having an active service contract in place as at the End-of-Sale date and continuously for the end-of-life transition period, Synamedia will continue to provide corrective content maintenance releases, work arounds, or patches for critical bugs reported via the Synamedia Service Desk.
 - 4.2. After the first 12 months following the notification of the End-of-Sale date, and subject to your having an active service contract in place with and continuously for the End-of-Life transition period, Synamedia will provide corrective content maintenance releases, workarounds or patches for critical bugs, reported via the

Synamedia Service Desk, for a period of up to 24 months. In some instances, it may be necessary to use a software upgrade release to correct a reported problem.

Extension of this period may be possible by negotiation, subject to the availability of any related support from Synamedia's partners.

5. Smartcard Support:
 - 5.1. Smartcard replacements will be available for a period of at least 12 months from the End-of-Sale date where a smartcard is still within its manufacturing warranty period. Extension of this period may be possible by negotiation, subject to the availability of material from Synamedia's suppliers.
6. Third Party Software:
 - 6.1. Some Synamedia software depends on certain third-party software for delivery of functionality. It is important that you fully comply with the requirements of Synamedia in deploying the most up to date versions of the third-party software that are currently supported by the Synamedia software. In the event that you do not comply with this requirement then it may result in functionality problems that are outside the scope of the Synamedia support. Synamedia is entitled to charge on a time and materials basis for the additional manpower required where reported faults are outside the scope of any support services.
7. The availability of ongoing support is conditional on your having a current and fully paid service contract in place with Synamedia as at the End-of-Sale date. Please contact your Synamedia Account Manager regarding fees payable after the End-of-Life date, so that Synamedia may continue to provide support through the end-of-life transition period.
8. Below are guidelines that should be followed to ensure that you receive effective support for the Synamedia products within your network:
 - 8.1. For Hardware or Synamedia software that is not covered under an active service contract, customers may add the product(s) to a current contract (subject to associated payments) or purchase a new service contract within the period of 12 months after the End-of-Sale date has been posted.
 - 8.2. Service contracts that have not been renewed or lapse at any time after the 12 months following the End-of-Sale date will not be renewable.
 - 8.3. Provided that the service contract has not lapsed, renewal of your service contract will generally be available up to the final 12 months of support, although will not be further extended.

The End-of-Life milestones and Synamedia commitments are presented in Table 1.

Table 1: Standard Guideline for End-of-Life Milestones					
Milestone	-6 Mo.	Day 0	Year 1	Year 2	Year 3
End-of-Sale Notice Period		End-of-Sale date			
Add or attach new service contracts ¹					
Renew service contracts for Hardware					
Hardware repair or replacement					
Access Synamedia Service Desk for Hardware					
Renew service contracts for Synamedia software					
Software Maintenance Support			(4.1)	(4.2)	
Access Synamedia Service Desk for Synamedia software					
Smartcard replacement					

¹ Only for Synamedia software and Hardware service contracts.

HERE IS AN EXPLANATION OF SOME OF THE TERMS THAT WE HAVE USED IN THIS NOTICE:

End-of-Sale date: The last date to order the product through Synamedia point-of-sale mechanisms. The product is no longer for sale.

Hardware: The physical product and its physical components.

Software Maintenance Support: The time period that Synamedia may release any corrective content software maintenance releases or bug fixes to the software product. After this date, Synamedia will no longer develop, repair, maintain, or test the product software.