

General Terms and conditions, licence policy, technical and service conditions ReDat Recording System

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Supplier:



RETIA, a.s.
Pražská 341
Zelené Předměstí
530 02 Pardubice
Czech Republic

with certified system of quality control by ISO 9001 and member of AOBP



RETIA, a.s.

Based in: Pražská 341, 530 02 Pardubice – Zelené Předměstí

ID (IČ): 252 51 929

VAT ID (DIČ): CZ699003219

The company is registered in the Commercial Register of Krajský Soud, Hradci Králové, file n° B 1440

(hereinafter: "**supplier**")

The General Terms and Conditions are an integral part of all ReDat Recording System contractual relationships between the supplier and customers (hereinafter "**Contract**"). The General Terms and Conditions are disposable at the General headquarters of the supplier (Pražská 341, Pardubice – Zelené Předměstí, ZIP: 530 02) or in the electronic version at the web site www.redat.cz.

If, or if any provision of these General Terms and Conditions becomes invalid or ineffective, the most relevant and meaningful provision of General Terms and Conditions becomes valid and effective. Validity and effectivity of other provisions of the General Terms and Conditions does not impact any invalidity and ineffectiveness of any single provision of the General Terms and Conditions.

If there are any provisions in the Agreement and the General Terms and Conditions which deal with the same condition differently, the provisions in the Agreement are preferable over the contractual arrangements in the General Terms and Conditions.

The meaning of the General Terms and Conditions is valid and effective from the date of 1st January 2019 and cancels the previous version of the General Terms and Conditions at the same time including the appendixes and internalities.

The supplier is fully entitled to change the General Terms and Conditions. The supplier will undertake to inform the customer in case of any change of the General Terms and Conditions. The amended version of the General Terms and Conditions shall be sent to the customer and the amended version of the General Terms and Conditions will be published in an electronic version at the web site www.redat.cz.

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1. PART A: Commercial terms

I. Subject of works

The subject of the work (technology and material supply) is the ReDat Recording System or parts hereof as defined in the price bid.

II. Price of works

1. The price structure and the overall costs are quoted in the price bid.
2. VAT is calculated according to the valid tax legislation in the Czech Republic at the time of invoicing.

III. Period of completion

The handover and commissioning of the works is usually made within 2 months of signing the works' agreement, unless otherwise agreed by both contract parties.

IV. Terms of completion and handover of the works

1. The supplier undertakes to hand the work over to the customer in a manner agreed by both parties. Minor defects and imperfections, which do not prevent appropriate and safe use of the works, should be discerned by the customer and submitted in writing as soon as possible. The supplier then undertakes to remove these defects in a timely manner; this does not constitute grounds for refusing the works takeover.
2. The place of delivery of the technology and material supply shall be the place indicated by the customer in the fixed works agreement or in the binding order.
3. Transport of the technology and material from the supplier's warehouse to the place of completion shall be carried out by the supplier at their expenses and risk, unless agreed otherwise.
4. The supplier shall be obliged to provide suitable packaging for the technology and material at their expense, and to prepare it for the takeover by the customer. Notice of the readiness of the technology and material takeover by the customer shall be provided at the latest, 3 working days before the expected handover and takeover date. The supplier shall make such notification in a demonstrable way.
5. The customer undertakes to provide the supplier, upon request, any necessary assistance with the works completion and its handover. The supplier is within their rights to ask for assistance from the customer, and the basic requirements for such assistance are listed in Part E, Article II.
6. The works installation requires the participation of a responsible customer's technician.

V. Payment and invoicing

1. Upon the proper completion of the subject of works, and upon a written acceptance hereof by the customer, the supplier shall issue an invoice (tax document) for the overall agreed price of the works in compliance with Article II. The invoice maturity shall be 21 calendar days of its date, unless the parties agree otherwise.
2. The invoice (tax document) shall contain all the formalities of a tax document pursuant to Act N. 235/2004 Sb. on VAT.
3. In the event that the invoice fails to comply with the formalities according to the Czech law (zákon č. 235/2004 Sb. o dani z přidané hodnoty (o DPH)), the customer has the right to return the invoice to the supplier, stating the reasons for the return within 5 business days of the date of service, at the latest. A new maturity period shall

start running henceforth, from the date of the corrected invoice (tax document). A bill of delivery, signed by both the parties is added as an annex to the invoice (tax document). The taxability date shall be the date of the takeover as indicated in the bill of delivery.

4. The customer undertakes not to alter or lease the subject of works until the full payment of the contracted price is received in full. Should they violate this duty, the customer undertakes to pay to the supplier a contractual fine equal to the overall price of the works. The contractual fine shall be payable within 15 days from such violation by the customer.

VI. Warranty terms and liability for defects

1. The supplier hereby declares that the finished works will comply with the properties required by the relevant Czech technical standards and will be fully functioning and safe for the required purpose.
2. The supplier provides a 24-month warranty for the supplied HW and a 6-month warranty for the programme equipment. The warranty period starts running on the date of the works acceptance, unless agreed otherwise by the parties.
3. During the warranty period, the supplier, at their expenses and at their risk, removes all defects arising as a result of defective works, which is attributable to the supplier.
4. The warranty shall not apply to:
 - 4.1 defects caused by failing to respect the written instructions contained in the documentation takeover,
 - 4.2 defects caused by incorrect use of the supplied equipment, by unauthorised intervention, by incorrect storage, or foreign intervention and the Implementation of unlawful modifications, repairs or interventions,
 - 4.3 defects due to external causes (lightning, fire, natural disaster, ...),
 - 4.4 defects due to cooperative third-party technologies which have not been supplied (an act of third parties).

In such events, the supplier shall not be responsible for the any defects, damage and possible lost profits. However, the supplier shall be obliged to carry out the necessary repairs and replacements of components within the same period as that of the warranty period. The relevant costs in such cases shall be borne by the customer.

5. In the event that defects occur or service is affected within the completed works, and it is within the supplier's remit and agreed warranty period, the supplier shall be obliged to remove the reported defects at their expense.
6. The customer shall be obliged to inform the supplier in writing regarding any defects in warranty period that are encountered without undue delay.
7. Each defect shall be reported in compliance with technical terms:
 - 7.1 RD 006 001 - technical conditions of the recording device ReDat3 Recording unit,
 - 7.2 RD 066 001- technical conditions of the recording device ReDat5 Recording Unit,
 - 7.3 RD 016 001 - technical conditions of the recording device ReDat Phone Recorder (UAM and UDM modules),
 - 7.4 RD 016 009 - technical conditions of the recording device ReDat Recorder,
 - 7.5 RD 016 012 - technical conditions of the recording gateway ReDat Voice Recording Gateway,
 - 7.6 RD 049 001 - technical conditions of the recording probe ReDat KMM probe,
 - 7.7 RD 049 011 - technical conditions of the recording probe ReDat MIC4 probe,
 - 7.8 RD 049 005 - technical conditions of the recording probe ReDat DVI probe,

- 7.9 RD 049 010 - technical conditions of the recording probe ReDat DVI2 probe,
 - 7.10 RD 049 008 - technical conditions of the recording probe ReDat DP probe,
 - 7.11 RD 044 001 - technical conditions of the application add-on ReDat eXperience.
8. The customer and final user shall be obliged to observe the Operating Guidelines and Technical terms of the device ordered by the customer and delivered by the supplier.
 9. The customer, within reason, undertakes to provide the supplier any required assistance during the removal of defects.

VI. Further provisions

1. The risk to the subject of works shall transfer onto the customer on the date of the written acceptance of the subject of works at the place of completion.
2. Ownership rights to the subject of works shall transfer onto the customer by the payment of the full overall price for the works (reservation of title).
3. Commercial rights arising between the parties, unprovided for by the agreement, shall be regulated by the appropriate provisions of the Civil Code or other relevant legislation.

2. PART B: General licence term and conditions

I. Concept definition

- **Licence** is the file and document, which provides proof of purchase and specifies the exact terms and conditions under which the user can utilise the product. The licence allows the use of the Software either in the customer's/user's own country or in the countries where they intend to export the licence product.
- **Customer / End user** is an individual or corporate body with a warranty to use the licenced modules, as a rule it is the customer or end user.
- **Supplier** means the producer of Software ReDat, in this instance RETIA, a.s.
- **Software** means the computer code performing the functions that are described in the documentation, which is designed to run on a specific operating system.
- **Module (Product)** means the part of the Software in a certain version that is a component of the system ReDat, including the documentation.
- **Documentation** means documents in the printed or electronic form describing the functions of the Software and the way in which it is to be used.
- **New version** means the upgrading of Software and Documentation and replaces the last versions. The new and obsolete version may not be used simultaneously.

II. Licence agreement

1. An integral part of the supplied ReDat Recording System by RETIA, a.s. is the software specified in the price quotation. SW by RETIA, a.s. is protected by copyright valid in the Czech Republic and is subject to licence limitations.
2. The customer obtains their own exclusive licence for the use of software products of the recording device ReDat, as part of the supply. The licence may be on the basis of an agreement and transferred onto the final end user of the device.
3. The customer obtains, herewith the nonexclusive and non-transferable right to use the Modules in pre-appointed conditions.

4. Based on the agreement, leasing the licence under the terms defined in the lease agreement can also be implemented. It is concluded with each customer individually.
5. The customer is obligated to pay the negotiated price to the full extent and within the agreed term for permission to use the licences.
6. The customer does not have a warrant to provide the licence to other subjects.
7. The relevant licences, for the use of the software by RETIA, a.s., shall be granted for an unlimited period of time, and in the event of insolvency or termination by the customer (or final user), they transfer onto an appropriate legal successor, or they are discontinued.
8. If the supplier does not provide to the customer the licence for use of the software by RETIA, a.s. for an unlimited period of time, the licences are then provided for the time of use of the ReDat Recording System, delivered according to the commission or contract of work. The contract of work is made out between both contracting parties. The price for the licence shall be included in the bid or in the price quotation.
9. The customer is obligated to use of Modules only in such a range and number of users that corresponds with the closed agreement and the price paid for using the Modules.
10. The customer will ensure that encroachments, editing, add-ons or changes within the software by RETIA, a.s. will not be carried out. Further, the customer will not alter the software in any way, nor use it for personal needs. The customer undertakes to not permit any third party to use the Modules provided by RETIA, a.s. In the event of the violation of this provision, the customer will cover the cost of any new damage and loss profit that occurs to RETIA, a.s.
11. The customer is obligated to maintain the form of the computer code of the Modules. The customer is obligated to abstain from all attempts at reconstruction of the computer code of the Modules, and furthermore he will not attempt to reconstruct the computer code of the Modules.
12. The customer is entitled to a copy of the Modules only for the purpose of archiving and making a backup copy. The customer is not entitled to any other copies.
13. The customer is entitled to procure copies of the Documentation of the Modules only for personal use, and in a number accordant with the highest accepted number of users, who are entitled to use a certain Module according to the closed agreement and payment. The customer is not entitled to any other copies of the Documentation.
14. The customer is obligated to keep a complete and actual register of all locations where the copies of the Modules are situated as well as the number of these copies.
15. The customer is obligated to preserve intact the complete original format of such Modules and their copies, and all information relating to the authorship of the Modules and warning against unauthorised use.
16. The customer may use the Modules provided by RETIA, a.s. only in their registered office or in their business place.
17. The customer is obligated to ensure use of the Modules complies with the Documentation, and all instructions issued by RETIA, a.s.
18. The customer is obligated to make a written statement, where it will be specified explicitly that the Modules are used in agreement with these licence terms, by request of RETIA, a.s.
19. The supplier declares that all the programme equipment used in the development of applications has been used legally and the use of the subject of works is not linked to any other licences or legal limitations.

20. In regard to intellectual rights protection, RETIA, a.s. reserves the right to not provide the source codes to any of their products, except to the product ReDat API, for the purpose of integration with other third party applications.

III. The licence terms and conditions for the guarantee of the ReDat Recording System

1. RETIA, a.s. warrants the remedy of every legal defect of the delivered Modules by one of the following methods:
 - 1.1 to obtain the licence rights to use the supplied Modules for the customer,
 - 1.2 to replace the delivered Modules, or modify them to prevent or stop any legal defects from occurring, so they have the same functions as the original Modules.
2. RETIA, a.s. is responsible for the functionality of the Modules described in the Documentation, solely in the course of observance of the instructions and techniques introduced in the Documentation and in the course of the utilisation on the accordant platform (type of the operating system and processor).
3. Infringement of the guarantee is not considered if:
 - 3.1 the modules do not fulfil the functions or requirements introduced in the Documentation or any other implied requirements, or
 - 3.2 the modules cannot be utilised without interruption, or
 - 3.3 the modules are without defects or they are unable to perform the functions described in the Documentation in combination with HW or SW not provided or explicitly approved by RETIA, a.s.

RETIA, a.s. guarantees the removal of any defects, in the event of the presence of any factual defect of the Modules, under the conditions defined in the General Service conditions by RETIA, a.s.
4. RETIA, a.s. is not under any obligation to compensate the customer for any damage and loss profit exceeding the licence fee (price for the using of Modules).

IV. The licence terms and conditions for the service of the ReDat Recording System

1. Service conditions, i. e. providing of technical and application support to the licenced Modules, are conformed by General Service conditions by RETIA, a.s.

V. Licence duration and expiration

1. The customer is entitled to use the Modules during the agreed period on the assumption of payment of the price to the full extent and by the agreed date.
2. RETIA, a.s. is entitled to cancel the licence prematurely, if:
 - 2.1 the customer does not the pay the agreed price to the full extent and within the agreed period, or
 - 2.2 the customer violates any of his obligation to RETIA, a.s., arising from these licence conditions pursuant to Article 2 in this part or the law.
3. On payment, RETIA, a.s. will issue the licence certificate to the customer, listing the licence Modules, and numbers of the licences and the periods of individual validities of the licences.
4. According to these licence conditions, the cancellation of the licence must be carried out in writing within 7 days of the date from when RETIA, a.s. is made aware of the infraction of the customer's obligations. Hereupon, the customer is obligated to destroy or return all delivered Modules by RETIA, a.s. and all their copies, pursuant to letter of advice.
5. In the event of the termination of the customer, the rights and duties are not automatically transferred to their successor. RETIA, a.s. may deny the assigning of the licences to the successor, but for explicit reasons only. The successor and RETIA, a.s. may arrange new licence conditions as part of the licence transfer.

VI. The licence terms and conditions for the product sales policy of the ReDat Recording System

1. On the product software by RETIA, a.s. binds the Basic product licences, the Recorded channel licences (in the case of screens at an Agent workplace licences), the Logical or Currently recorded channel licence and the Processed data volume licences (in hours), or combinations hereof pertain.
2. Individual licence prices are listed in the relevant bid or price quotation of RETIA, a.s.
3. Licenced software by RETIA, a.s. demonstrably operated as a back-up (in a redundant form), shall be provided with a standard 50% discount.
4. Redundancy of individual component of Recording System ReDat is possible as follows:
 - 1.1 Redundancy of a recording device (ReDat3/5 Recording Unit or ReDat Recorder):
 - 1.1.1 Parallel (so-called redundant) recording = requires redundant licenses,
 - 1.1.2 Hot Standby (so-called Back-Up) = requires redundant licenses.
 - 1.2 Redundancy of Application server ReDat eXperience:
 - 1.2.1 Parallel access to both servers = requires redundant licences,
 - 1.2.2 Hot Standby (so-called Back-Up) = requires redundant licences,
 - 1.2.3 Based on virtualised platform (so-called CLUSTER) = does not requires redundant licences.
5. Recording System ReDat allows the number of currently recorded licences to be improved which can be used for ReDat CTI products. In case of ISDN30 Trunk recording it is possible to improve the number of licences of logical channels (does not requires buying licenses for the entire trunk).
6. Individual products licence summarised are in the following table:

Table 1: Individual products licence in ReDat Recording System

Products of ReDat Recording System	Basic product licence (LICB)	Recorded channel licence (LIC1)	Logical or Currently recorded channel licence	Processed data volume licence (40h licence or licence for 500 interactions)
ReDat3 Recording Unit	✓	✓ **	✓	✗
ReDat5 Recording Unit	✓	✓ **	✓	✗
ReDat Recorder	✗	✓	✗	✗
ReDat ScreenRecording	✗	✓	✗	✗
ReDat eXperience - Catalog	✓	✓	✗	✗
ReDat KAC	✓	✗	✗	✗
ReDat ATC&ATM	✓	✗	✗	✗
ReDat CTI	✓	✗	✓	✗
ReDat QualityChart	✓	✓	✗	✗
ReDat Reporting	✓	✓	✗	✗
ReDat Coaching	✓	✓	✗	✗
ReDat VoiceProcessor	✓	✗	✗	✓
ReDat TextProcessor	✓	✗	✗	✓
ReDat TopicDetection	✓	✗	✗	✓
ReDat Dashboard	✓	✓	✗	✗
ReDat Verificator	✓	✓	✗	✗
ReDat Encryptor	✓	✗	✗	✗
ReDat Indicator	✓	✓	✗	✗

ReDat Indicator with feature control of record	✓	✓	✗	✗
ReDat Advanced Data Management (ADM)	✓	✗	✗	✗
ReDat API	✓	✗	✗	✗
ReDat SmartConnector	✓	✗	✗	✗
ReDat Management System	✓	✗	✗	✗
ReDat Explorer	✓*	✗	✗	✗
ReDat INFO35	✓	✗	✗	✗
ReDat JITKA Connector	✓	✗	✗	✗
ReDat Phone Control	✓	✓	✗	✗
Playback to extension	✗	✓	✗	✗
AnalyticTool	✓*	✗	✗	✗

* The product licence for one workstation.

** The licence for recording channels or trunk ISDN30.

V. The licence terms and conditions of third party software products

- The Open Source applications are used for the development of ReDat Recording Software, programming languages and libraries, where the company RETIA, a.s. governs their licence terms and conditions. It is mainly about:
 - APACHE, OpenSSL, PHP, zlib, libpng under the Open Source Licence,
 - FFmpeg, GPG, Java, ZIP/GZIP, LAME under the GNU General Public Licence,
 - FLV as open format.
- In the case that the ReDat Recording System contains Software from the company Microsoft, typically: OS Windows in different versions or MS-SQL database, then their use is governed by the generally available licence terms and conditions of the company Microsoft. These licences are transferred to the customer of the system.
- In the case that the ReDat Recording System contains Software from the company TOVEK or Phonexia, then their use is governed by the general licence terms and conditions of company RETIA, a.s.

3. PART C: Life cycle of products ReDat

- Guaranteed software support for ReDat products is for 24 months.
- HW produced at RETIA, a.s. is supported according to the technical specifications of a concrete product.
- Other delivered HW (e.g.: HW of third part) is a subject to a contractual agreement or basic support.

I. Basic terms

- Repair (Patch)
 - A Patch is a one off repair. Patches are typically unregistered and are operationally designed for solving urgent problems.
 - The Patch may not have an installer and its application may or may not require an application restart
 - A Patch can be made for a product customisation which does not constitute a standard part of a product.
- Summarised repair (Release)

- Release is a summarised repair identified by the product's name, product version number for which the Release is issued (product ID) and the Serial Number of the concrete Release.
 - A Release does not include any new user functions (except adjustments ensuring the compatibility with third parties technologies – typically CTI). If the Release contains new functions, then these are functions that were initially scheduled for the release and for some reason were not included in the previous Release.
 - A Release is always equipped with an installer.
 - Implementation of a Release always means the shutting down of components of the ReDat Recording System for the time necessary to perform the installation.
 - Categories of a Release:
 - *Issued Release* - all summarised repairs (including repairs made for internal / testing purposes),
 - *Published Release* - the summarised repairs approved for distribution.
 - Each Release issued for distribution is equipped with Release notes. Release notes are presented on the public company website.
 - Release notes usually contain a Patch that was issued before the Publication Release or issued Release (except Patches that were created for the purpose of customising the product).
 - The structure of Release notes are as follows:
 - the publication date,
 - the identification of the Release (product, version, release, the serial number of Release, etc.),
 - a general description,
 - the section describing the bug fixes,
 - the section describing the changes in properties.
3. Higher product versions (New version)
- A new version contains, besides the corrections against the previous versions, new user functions. This does not apply in the event of the first product version.
 - Versions made for internal purposes are considered released versions.
 - New versions approved for distribution are considered released product versions.
 - For the released version of the product the verified (tested) Release is considered a new version approved for distribution.
 - Marking of versions: X.Y.Z rel.xx
 - The Release (rel.xx) is the designation for the created summarised repair relating to the specific version.
 - Difference between versions on the Z (minor) position level means minor changes to the existing functions, integration of new functions without changing the whole concept, function and product control. None or only minimal changes in the GUI of product ReDat eXperience will be made.
 - Difference between versions on the Y position level means major changes. However, the overall concept has been maintained, as was the product control. Significant changes in the GUI of product ReDat eXperience or significant technological changes in SW modules will be made.
 - Difference between versions on the X position level means a changed concept and product control. Radical changes in the GUI of product ReDat eXperience will be made.
 - The versions of the product are delivered with the user and installation manuals.
 - Release of a new version is accompanied by a release of a new user manual (documentation version corresponds with the product version).

Note: Syntax marking of versions X.Y.Z rel.xx applies on the product ReDat eXperience. The versions of other products ReDat have a simpler syntax Y.Z rel.xx.

4. Road-map

- A document containing development plans of supported products.
- Specifies the new versions release plan within a 2-year period.
- Road-map is updated quarterly.
- Road-map is published on a partner portal.

II. Phase in a life cycle of the product ReDat

1. In general

- Product / version of the product can be in one of three phases:
 - Phase 1 - In sales,
 - Phase 2 - End of sales with technical support,
 - Phase 3 - Without technical support.
- The phase of technical support after the sale of a product/version of the product is guaranteed for 24 months.

2. Product support, product version

- Product support does not mean integration of new functions according to client requirements. New functions are planned within the product road-maps and integrated in new versions of the existing products, or in new products according to the planned dates.
- The Technical support of a product/version refers only to Phase 1 - In sales and on Phase 2 - End of sales with technical support only.
- Product/version support means an update release (repairs and summarised repairs) and an option to accept service requirements for system repairs with the rapid escalation to R&D (development department). A prerequisite for the application of a support request may be to upgrade the product version to the latest (current) minor version within a major series that is supported by a support request, i.e.: The Patch is applied to the last (current) minor version within the major series.
- RETIA, a.s. provides a warranty of 6 months for the published Patch (repairs) / Release (summarised repairs).
- The service requests are not accepted for the product / version without technical support, with the exception of solutions warranties for the published Patch (repairs) and Release (summarised repairs).
- The support of product ReDat, respectively versions of the product ReDat is presented on the company website.

3. Service requirements

- A condition for the acceptance of a service requirement is its recognition (a statement of an error/defect rather than a product property).
- The degree of seriousness is not determined for rapid escalation to R&D, rather the recognised service requirements are taken into consideration.
- Acceptance of service requirements for a supported product is carried out during the warranty period, during the valid maintenance or service agreement, or according to a different contract relation.
- Service requirements may refer to the support of interfaces to third parties products (typically ICT); if a partial evolution of an already supported interface is in question.

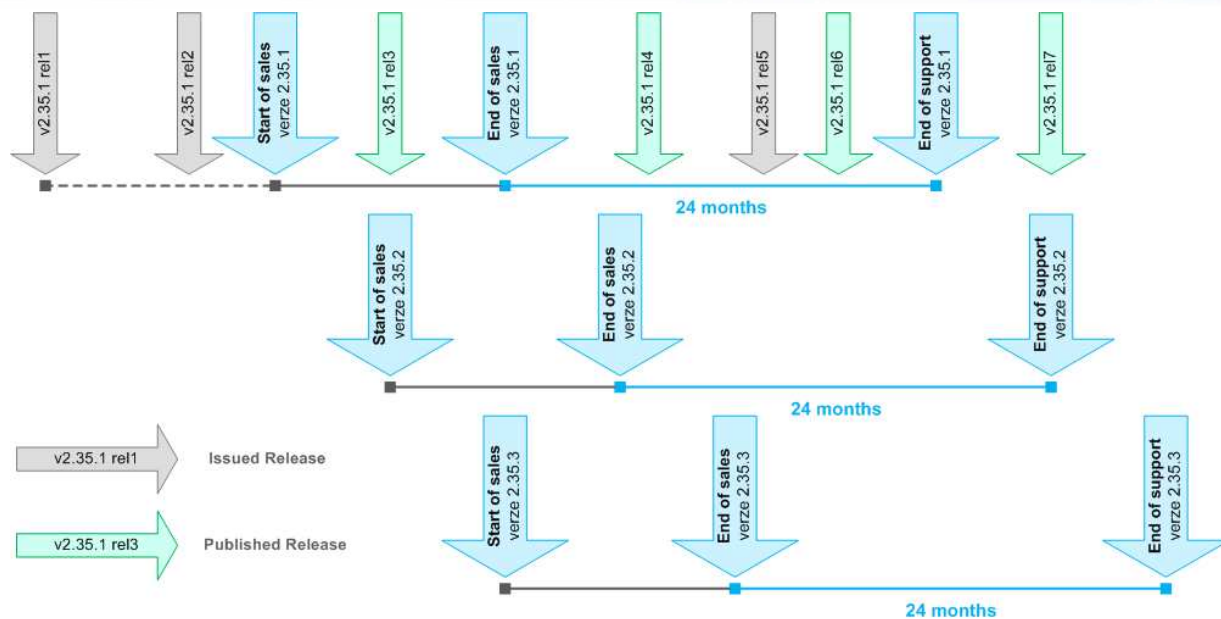


Figure 1: The sample of phase of Life Cycle

Table 2: Live cycle version of SW products ReDat

Product	Version of product	Release version of the product (Open of sales)	End of sales	End of technical support	Phase of product
ReDat3 Recording Unit and ReDat3 LAN Client	4.02	17.1. 2012	1.3. 2013	1.3. 2015	Without technical support
	4.03	28.2. 2013	1.9. 2015	1.9. 2017	Without technical support
	4.04	1.6. 2015			In Sales
ReDat5 Recording Unit	1.0.0	1.5. 2020	14.8. 2020	15.8. 2020	Without technical support
	1.1.0	15.8. 2020	30.11. 2020	30.11. 2020	Without technical support
	2.0.0	17.3. 2021	18. 6. 2021	18. 6. 2023	With technical support
	2.1.0	18.6. 2021	1.7. 2021	1.7. 2023	With technical support
	2.2.0	1.7. 2021	15.11. 2021	15.11. 2023	In Sales
	3.0.0	15.11. 2021			Development plan
ReDat Voice Recording Gateways (RVRG)	1.00	1.9. 2017	30.6. 2021	30.6. 2023	In Sales
ReDat Explorer SNMP (Windows)	1.0.21	25.7. 2017	31.8. 2019	31.8.2021	With technical support
	1.0.25	31.8. 2019			In Sales
ReDat eXperience	1.03	16.09. 2013	19.12. 2013	31.12. 2015	Without technical support
	1.04	19.12. 2013	1.11. 2014	1.11. 2016	Without technical support
	2.10*	1.11. 2014	1.1. 2016	1.1. 2018	Without technical support
	2.20*	1.1. 2016	1.5. 2016	1.5. 2018	Without technical support
	2.30*	1.5. 2016	1.9. 2016	1.9. 2018	Without technical support
	2.31*	1.9. 2016	1.11. 2016	1.11. 2018	Without technical support
	2.32*	1.11. 2016	1.5. 2017	1.5. 2019	Without technical support
	2.33*	1.5. 2017	28.7. 2017	28.7. 2019	Without technical support
	2.34.0	28.7. 2017	5.10. 2017	5.10. 2019	Without technical support
	2.34.1	5.10. 2017	28.2. 2018	28.2. 2020	Without technical support
	2.34.2	28.2. 2018	30.4. 2018	30.4. 2020	Without technical support
	2.35.0	25.7. 2018	16.11. 2018	16.11. 2020	Without technical support
	2.35.1	16.11. 2018	7.3. 2019	7.3. 2021	Without technical support
	2.35.2	7.3. 2019	30.6. 2019	30.6. 2021	Without technical support

	2.35.3	4.7. 2019	31.10. 2019	31.10. 2021	With technical support
	2.35.4	31.10. 2019	10.2. 2020	10.2.2022	With technical support
	2.35.5	10.2. 2020	3.7.2020	3.7. 2022	With technical support
	2.35.6	3.7. 2020	21.4. 2021	21.4. 2023	With technical support
	2.36.0	10.11. 2020	21.4. 2021	21.4. 2023	With technical support
	2.36.1 (Linux)	17.3. 2021	21.4. 2021	21.4.2023	With technical support
	2.36.2	21.4. 2021	1.7.2021	1.7.2023	With technical support
	2.36.3 (Linux)	1.7.2021	31.10.2021	31.10.2023	In Sales
	2.36.4	31.10.2021			Development plan
ReDat Recorder - Windows	1.13	1.4. 2014	1.3. 2016	1.3. 2018	Without technical support
	1.14	1.3. 2016	1.11. 2016	1.11. 2018	Without technical support
	1.15	1.11. 2016	5.3. 2018	5.3. 2020	Without technical support
	2.00	5.3. 2018	30.4. 2019	30.4. 2021	Without technical support
	3.00	30.6. 2019	30.7. 2020	30.7. 2022	With technical support
	3.02	1.8. 2020	5.3. 2020	5.3. 2023	With technical support
	3.03	5.3. 2021	1.8. 2021	1.8. 2023	In Sales
	3.04	1.8. 2021			Development plan
	3.05	15.11. 2021			Development plan
ReDat Indicator (for ReDat eXperience)	3.0	22.2. 2018			In Sales / With technical support
ReDat Application Server	3.14	22.3. 2011	1.12. 2011	1.12. 2013	Without technical support
	3.15	23.11. 2011	1.6. 2013	1.6. 2015	Without technical support
	3.16	1.6. 2013	1.6. 2014	1.6. 2016	Without technical support
	The product withdrawn from the sale, replaced by a new generation of the application server ReDat eXperience				
ReDat Indicator (for ReDat Application Server and ReDat3)	2.0	15.1. 2014	31.12. 2015	31.12. 2017	Without technical support
	The product withdrawn from the sale and without technical support				
ReDat Indicator (for ReDat Application Server and ReDat3)	1.3.3	22.9. 2014	31.12. 2015	31.12. 2017	Without technical support
	The product withdrawn from the sale and without technical support				
ReDat Explorer (for ReDat3)	4.02	1.1. 2012	1.3. 2013	1.3. 2014	Without technical support
	The product withdrawn from the sale and without technical support				
ReDat Phone Recorder	The product withdrawn from the sale and without technical support				
ReDat Mobile Recorder	1.00	15.4. 2015	14.4. 2016	14.4. 2018	Without technical support
	1.01	15.4.2016	31.10.2017	31.10.2019	Without technical support
	The product withdrawn from the sale and without technical support				

**Note: The versions of product ReDat eXperience 2.10 to 2.33 falls into one major series 2.34.x*

III. Policy of Maintenance service

1. Within the Maintenance Program free repairs, comprehensive repairs and new versions of products are provided for the product ReDat
2. The Maintenance Program is bound to the product.
3. With the end of the product's Life Cycle, the Maintenance Program is also finished.

IV. Life Cycle of HW product ReDat3/5 Recording Unit

1. Lifetime warranty of ReDat3/5 Recording Unit is provided on the basis of technical conditions from the acceptance as follows:

- 1.1 Up to 5 years of the devices age => No limitation for an upgrade or extension with regards to technical limits of the concrete device. ReDat3/5 Recording Unit service support for hardware and software is provided.
- 1.2 Devices between 5 to 10 years of age => an extension is permitted only after consultation.
- 1.3 Devices older than 10 years => Technical support provided only if subject to a contractual agreement. An upgrade is not allowed, and repair service is limited to an equal version of a previously used installation. Adding a limited number of licences is possible. Service support is provided only in case of a valid Service agreement.

4. PART D: Technical conditions

I. RD documents

2. A detailed technical description of recording devices and application servers of the ReDat Recording System, including hardware and software requirements, is presented in the technical documents listed below (RD documents):
 - 2.1 **RD 006 001** - technical conditions of the recording device ReDat3 Recording Unit,
 - 2.2 **RD 066 001**- technical conditions of the recording device ReDat5 Recording Unit,
 - 2.3 **RD 016 001** - technical conditions of the recording device ReDat Phone Recorder (UAM and UDM modules),
 - 2.4 **RD 016 009** - technical conditions of the recording device ReDat Recorder,
 - 2.5 **RD 016 012** - technical conditions of the recording gateway ReDat Voice Recording Gateway,
 - 2.6 **RD 049 001** - technical conditions of the recording probe ReDat KMM probe,
 - 2.7 **RD 049 011** - technical conditions of the recording probe ReDat MIC4 probe,
 - 2.8 **RD 049 005** - technical conditions of the recording probe ReDat DVI probe,
 - 2.9 **RD 049 010** - technical conditions of the recording probe ReDat DVI2 probe,
 - 2.10 **RD 049 008** - technical conditions of the recording probe ReDat DP probe,
 - 2.11 **RD 044 001** - technical conditions of the application add-on ReDat eXperience.
3. In the event that documents listed in article I section 1 are not included in the presented price bid or in the technical documents, including annexes hereto, the customer shall have the right to require these documents from the supplier. The supplier shall be obliged to provide the documents upon request.

II. Supported third party software

1. **Operation System** - ReDat Recording System supports OS Windows. The particular versions of supported OS Windows for individual products ReDat are described in the above RD documents.
2. **Database** - ReDat Recording System supports MS-SQL database. The supported versions are: MS-SQL Server Express Edition, MS-SQL Server Standard Edition and MS-SQL Server Enterprise Edition.
 - 3.1 The MS-SQL Server Express Edition database is a solution available free-of-cost under the Microsoft licence policy. It has its limitations related to the number of entries to the database. The MS-SQL Server Express might be sufficient for the ReDat eXperience if the database does not exceed 6, 000, 000 entries within the retention period.

3.2 For large database usage, we recommend using the MS SQL licenced version, which is more robust and faster in retrieving queries from ReDat eXperience. Licensed and supported versions of MS-SQL databases include: MS-SQL Server Standard Edition or MS-SQL Server Enterprise Edition. The full price of the MS-SQL database is based on a valid Microsoft pricing and licensing policy.

III. Other payment terms of the ReDat Recording System

1. Connection of the recording unit's inlet cabling is not a standard part of the solution and of the basic price bid. In the event that the price is quoted due to any reason, then it is only an approximate estimate. Cable connection is charged according to the valid tariffs complying with the works carried out and the amount of consumed material (cables, cable ends, connectors, cable ducts, cable trenches, network elements, etc.)
2. Upon the recording system completion, CTI server based solutions are preferred. In the event that a CTI server cannot be used, RETIA, a.s. may guarantee the support only of the basic type scenarios. A detailed description for a solution without CTI for the recording device ReDat3/5 Recording Unit is presented in the RD document RD 006 001/RD 066 001, see chapter: 5.3 *Processing signalling protocols (limitations)*/ 4.3.
3. For the ReDat Recorder, it is indicated in the RD document RD 038 011, see chapter: 8.2.2 *Processing signalling protocols*.
4. The specific technical conditions of sales of the recording unit ReDat PhoneRecorder (UAM and UDM module) are given in document RD 016 001, see chapter 2.5: *Technical parameters UAM and UDM*.

5. PART E: Implementation condition

Implementation of the ReDat Recording System in the customer's environment is carried out by RETIA, a.s. or their certified partner.

I. Implementation stage

Implementation comprises 9 basic stages:

1. Defining the recording requirements (client / partner).
2. Location inspection before implementation.
3. SW supply or ReDat Recording System HW components, if needed.
4. Installation of the ReDat Recording System components and their configuration.
5. Testing operation.
6. System tuning based on the imperfections found in testing.
7. Test operation and technical level evaluation.
8. User training and administration training, if the latter is needed.
9. Acceptance and handover of the work to using.

II. Requirements for the customer's assistance

Unless it was agreed otherwise by the parties, the general requirements for the customer's assistance shall be the following:

1. Access to the workplace for authorised supplier's technicians:
 - If required, access to the location for a preliminary survey,
 - Provide access at the place of installation to be able to keep the deadline.

- Provide access paths for the system's supply; dimensions and number to be specified.
2. Training for authorised supplier's staff, if this is the customer's requirement.
 3. Workplace handover prior to the works commencement.
 4. Assistance of the customer's staff at the on-site work place, especially in the connection of all types of the recording system inlets.
 5. LAN/WAN entries according to the defined communication matrix.
 6. Free space for the ReDat Recording System HW installation.
 7. VPN access to the HW designed for the installation of the ReDat Recording System for remote control by RETIA, a.s.
 8. In the event that all the HW is supplied by the customer, they provide the required HW (servers or virtual devices and data storage) in compliance with the defined parameters for installation of individual recording system components.
 9. 230V supply for the systems at the site.
 10. LAN/WAN connectivity of the supplied devices, especially fixed IP addresses for each active component of the supplied system. .
 11. Access to telephone cables and their preparation for the ReDat system installation
 12. Fully functioning telephone system (connected and functioning telephones for the recording), including the fully functioning CTI control of the used technology by the switchboard.
 13. In the event of a passive recording VoIP telephone system, the customer prepares a required number of SPAN ports accessible at the place of installation of the ReDat Recording System.
 14. Provision of space at the customer's MS-SQL server for the requirements of an application add-on database of the ReDat Recording System, including LAN access to MS-SQL server. Requirements for the name and database properties shall be specified during the completion.
 15. Prior to the installation, it is essential to install all the SW not supplied by RETIA, a.s. (OS, antivirus, etc.) on the prepared HW.
 16. Access to the recorded technology must be ensured at the time of testing (end telephone device) to enable test phone calls. .
 17. Cooperation in internal testing after the completion of the systems installation.
 18. Cooperation in the acceptance testing.
 19. Takeover of the site after the supplier's work completion and acceptance of the recording system.
 20. Participation in the user and administrator training.

In the case an installation cannot be carried out or any other agreed services by reason of unreadiness of the workplace or insufficient assistance on the part of the customer, a backup date of the work will be determined after agreement and the supplier's additional costs will be charged with the exception of an agreed scope of order.

6. PART F: Warranty and post-warranty service conditions

The warranty and post-warranty service support of the ReDat Recording System is possible after complete acceptance as follows:

- Basic (legal) Support => Warranty,

- Above Standard Service => SLA (Service-level agreement),
- Maintenance Programme,
- Above Standard Support => Service agreement.

The price of service SLA(Service-level agreement) and Maintenance Program is based on the size and cost of the ReDat Recording System solution installed at the customer's site. If the system is expanded, the price of these services is also automatically increased.

II. Warranty

1. RETIA, a.s. guarantees the functioning of the ReDat Recording System under technical conditions and telecommunication infrastructure conditions as of the date of the system takeover and commissioning (upon its acceptance).
2. The warranty applies to all defects that occur in the ReDat Recording System due to defective material, low quality work or SW equipment error.
3. The warranty shall not apply to:
 - 3.1 Defects caused by the customer/user, their negligence or lack of care, unauthorised interventions, adjustments or repairs,
 - 3.2 Defects caused by external events (lightning, fire, natural perils, etc.),
 - 3.3 Defects which occur due to technologies of third parties not included in the subject of works.
4. The warranty period starts running from signing the acceptance record by the customer, or by signing the bill of delivery, however, at the latest by invoice payment.
5. The warranty period, unless agreed otherwise, shall be stipulated in the following way:
 - 5.1 30 months for the HW produced by RETIA, a.s.,
 - 5.2 6 months for the programme equipment (SW) produced by RETIA, a.s.
6. The warranty period for HW or SW of third parties shall be agreed according to the technical conditions of such products.
7. After the warranty period has expired, the customer is not entitled to free repairs of the subject of works. Repairs will be charged according to the service tariffs.
8. Warranty service means putting the products, within the warranty period, in the state equal to that of the original technical documentation so that the product can perform the required function. If a complaint is acknowledged, all the repair cost shall be borne by the supplier namely RETIA, a.s. If a complaint is not acknowledged (the defect is not a defect of guarantee), all the repair cost shall be borne by the customer according to the current service pricelist.
9. The accompanying technical documentation means technical terms for the existing product and service instructions, or the actual implementation documentation, the acceptance protocol.
10. During the warranty period the supplier agrees to remove, at their expense, any and all defective parts of the works which occurs after the works delivery and within 30 days of the acceptance of the works for the repair.
11. The place of repair shall be the head office of RETIA, a.s.
12. During the warranty service, RETIA, a.s. reserves the right to install a different release or a different SW product version.
13. The warranty service includes the following:
 - 13.1 Acceptance of service requirement,
 - 13.2 Registration of the service requirement by RETIA, a.s.,
 - 13.3 Defect solution in the legal period or in compliance with the terms stipulated in the SLA or in the service agreement.
14. Warranty service does not include the following:
 - 14.1 Configuration adjustments required by the client,

- 14.2 Preventive maintenance,
- 14.3 Training,
- 14.4 Title to customisation.

II. SLA (Service Level Agreement)

SLA service can be used in the event that the contractor requires a service in excess of the standard unprovided for by the service agreement. We differentiate 5 types of SLA service:

1. **SRV R SE 12 FIX** (ReDat Recording System service at the place of installation or after VPN, critical defect solution within 12 hours from the defect reporting, response time up to 6 hours). Valid for Czech Republic.

Categories of defects:

- **A** (critical defect) => response time up to 6 hours, removing the defect within 12 hours = non-functional recording of over 50% of the recording channels, or missing CTI server information for more than 50% of the recording channels,
- **B** (medium defect) => response time within 12 hours, removing the defect within up to 24 hours = non-functional recording of under 50% of the recording channels, incorrect function, or missing CTI server information for less than 50% of the recording channels,
- **C** (minor defect) => response time up to 24 hours, removing the defect within 2 business days = other defect outside categories A and B.

2. **SRV R SE 24 FIX** (ReDat Recording System service at the place of installation or after VPN, critical defect solution within 24 hours from the defect reporting, response time up to 12 hours). Valid for Czech Republic.

Categories of defects:

- **A** (critical defect) => response time up to 12 hours, removing the defect within 24 hours = non-functional recording of over 50% of the recording channels, or missing CTI server information for more than 50% of the recording channels,
- **B** (medium defect) => response time within 24 hours, removing the defect within up to 2 business days = non-functional recording of under 50% of the recording channels, incorrect function, or missing CTI server information for less than 50% of the recording channels,
- **C** (minor defect) => response time up to 24 hours, removing the defect within 5 business days = other defect outside categories A and B.

3. **SRV R SE 24 FIX NBD** (ReDat Recording System service at the place of installation or after VPN, solution of a critical defect within 24 hours upon reporting a defect during business days, response time up to 12 hours. Valid for Czech Republic.

Categories of defects:

- **A** (critical defect) => response time up to 12 hours during business days, removing the defect within 24 hours = non-functional recording of over 50% of the recording channels, or missing CTI server information for more than 50% of the recording channels,
- **B** (medium defect) => response time within 24 hours, removing the defect within up to 3 business days = non-functional recording of under 50% of the recording channels, incorrect function, or missing CTI server information for less than 50% of the recording channels,

- **C** (minor defect) => response time up to 24 hours, removing the defect within 5 business days = other defect outside categories A and B.
4. **SRV R SE 72 FIX** (ReDat Recording System service at the place of installation or after VPN, solution of a critical defect within 72 hours upon reporting a defect in business days, response time up to 12 hours). Valid for Czech Republic.

Categories of defects:

- **A** (critical defect) => response time up to 12 hours, removing the defect within 72 hours in business days = non-functional recording of over 50% of the recording channels, or missing CTI server information for more than 50% of the recording channels,
 - **B** (medium defect) => response time up to 24 hours, removing the defect within 5 business days = non-functional recording of under 50% of the recording channels, or missing CTI server information for less than 50% of the recording channels,
 - **C** (minor defect) => response time up to 24 hours, removing the defect within 10 business days = other defect outside categories A and B.
5. **SRV R SE 72 FIX L3** (ReDat Recording System service at the place of installation on level L3 support, problem solving up to 48 hours from the reporting of a failure - directly linked to a non-working system - it is not possible to record voice conversation).
6. Response time means a report by telephone to the customer's authorised person regarding the acceptance of a service requirement has been received with the possible commencement of a repair.
7. This type of service includes the following:
- hot line 24/7,
 - acceptance of a service requirement,
 - service requirement registration in the RETIA IS,
 - HW or SW repairs within the service warranty period.
8. This type of service does not include:
- client required configuration adjustment,
 - preventive maintenance,
 - repairs outside the agreed time,
 - training,
 - material and travel expenses for HW or SW repairs after the warranty period.
9. A service proposal usually is included a part of the price bid. If this is not the case, then the customer shall have the right to apply for such service from the supplier's representative. Upon such request, the customer shall be obliged to provide a draft service proposal.
10. Categories of defect levels may be agreed otherwise in the service agreement.

III. Maintenance Programme

The Maintenance Program is primarily intended to ensure that all ReDat Software products, which are part of the customer's system, are up to date. The Maintenance Program will ensure that the customer uses the latest released patch / release / software version with all available changes, enhancements and fixes. For the fulfilment of obligations, but also for the eventual expansion of the system, both in size and new modules, it is necessary to have a system in the life cycle phase in which technical support is provided. Therefore, the customer has access to the latest versions of the software during the contract period.

1. The Maintenance Program is provided on the basis of specific orders or a contractual relationship with the customer for the entire period in which the customer is entitled to receive the services of the Maintenance Program.
2. Within the Maintenance Programme it is possible to request an upgrade to the recent released product version. Information about the released versions is available on the producer's website or upon a telephone request.
3. The Maintenance Program content differs depending on the ReDat products installed and their modules. The basic modules have mainly improved internal functions, GUIs and version updates. The Quality Management modules can also include completely new functions, such as the introduction of new graphs, reports and form templates of many kinds, etc.
4. In case of the deployment of the voice analysis modules, the Maintenance Program updates the language model including its installation, every quarter, according to the agreement with the customer.
5. There are also several purchased third-party libraries and components in the ReDat system, so the Maintenance Program also includes support from these manufacturers, which is contractually secured between RETIA, a.s. and a component manufacturer.
6. The upgrade of the recording devices software is not necessarily associated to an upgrade of the application server ReDat eXperience or vice versa. However, in some cases it may be requested. The application server ReDat eXperience upgrade can be carried out without any process limitation during the transition between versions, from version 2.20 to version 2.35.2 and higher.
7. The Maintenance Programme service contains the following:
 - 7.1 title to a new version (patches, releases) SW for a given product by RETIA, a.s. once in a year,
 - 7.2 software licenses for updated software, including new features and enhancements to the features included in the license packages, previously provided by the supplier, or their equivalent replacements,
 - 7.3 hardware recommendations for updated software,
 - 7.4 documentation related to updates,
 - 7.5 technical information and consulting in business hours 7 am to 15 pm,
 - 7.6 for selected types of the Maintenance Programs as well as training and implementation.
8. The Maintenance Programme service does not contain the following service:
 - 8.1 customisation or new functionality,
 - 8.2 works associated with implementation of a new version, or a release and patch for VPN in business hours 7 am to 15 pm, or implementation in terms agreed with the client outside working hours and at the weekends,
 - 8.3 works associated with implementation of a new version, or a release and patch at the client's place, i.e. travel cost (travel time of the technician, travel expenses),
 - 8.4 training for new versions and new functions of the installed SW,
 - 8.5 technical support for other products not provided by RETIA, a.s.,
 - 8.6 technical support for unsupported product versions by RETIA, a.s.,
 - 8.7 service requirements solution,
 - 8.8 preventive maintenance,
 - 8.9 for selected types of the Maintenance Programs, also training on the new features of installed SW.
9. The price of an upgrade is charged by the work carried out. The price is depending on the type of upgraded ReDat software, the type of device and schedule plan,

when the upgrade was completed. Upgrade activity cost ranges between 0,5 and 3 MD.

Note: In case of a solution with a special integration or a system customisation the price list is always generated before the upgrade execution.

10. The supplier is required to ensure cooperation. If the supplier doesn't provide cooperation, RETIA, a.s. does not provide the service of the Maintenance Program.

IV. Service agreement

1. In the event that the customer requires the subject of works supply under an agreement, then service terms are applied (response time, service intervals, subject of completion, guaranteed repair time, maintenance, etc.) as specifically defined in a particular service agreement made by both the contract parties, i.e. the customer and the supplier. The service agreement defines the type of Service-Level Agreement (SLA), level of support, rights and obligations of both contractors and the price of the service.
2. The subject of a service agreement shall be the service for the supplied, installed and accepted recording device ReDat specified in the bid or in the agreement of works.
3. In the service agreement, the supplier undertakes to perform services and works for the operation of the ReDat Recording System in the customer's premises in a defined scope and under the conditions defined in the service agreement for the period hereby specified and starting on the date of validity hereof.
4. The service agreement shall come into force from the moment of the acceptance of the product (full or partial acceptance of the project or product). Before the moment of acceptance, the product is not considered to function in the service support conditions. Unless the contract comes into force the SLA limits, which are valid for reproduction operation, shall not apply => the SLA limits shall apply only after full acceptance.
5. Process of the service agreement evaluation is done on a quarterly basis to provide an overview of the service cases and compliance with the SLA level itself.
6. Communication with the Service department of the company RETIA, a.s. is via the service portal.
7. Above standard support without any service agreement is a separately paid service according to the price list of the custom work.
8. Technical support outside the standard time range of technical support for ReDat3/5 Recording Unit is provided in a way stated by the *Life cycle of product (PART C, § IV.)*.
9. *Note: Service support of software products (ReDat eXperience, ReDat Recorder and ReDat Explorer) is limited by hardware specification and the operation system. These obligations and conditions shall be taken into the service agreement.*

V. The Method of reporting service requirements / defects

1. A service requirement / defect can be reported in the following way:
 - 1.1 Over the telephone:
 - business days from 08:00 to 17:00 on the HelpDesk, telephone N. +420 466 852 549,
 - in the event of an unavailable fixed line, telephone N. +420 724 169 112,
 - outside business days from 17:00 to 08:00, telephone N. +420 724 169 112, *note: service requirement / defect report must be confirmed by e-mail: helpdesk@retia.cz*
 - 1.2 Electronically:
 - e-mail: helpdesk@retia.cz,
 - system JIRA.

2. Formalities of reporting a defect:
 - name and surname of the customer's authorised (contact) person reporting and their telephone number,
 - company name and address of the defective device location,
 - **type of the device and its production number**,
 - the level of defect defined in the SLA,
 - character and description of the defect or records of the system diagnostics,
 - category of defects.
3. In the event that the defect report fails to comply with all the formalities, the supplier (service centre) has the right to ask for any additional information that is required. In such case, the commencement of the repair shall be considered from the day or hour when all the required information regarding the defect is reported.

VI. The requirements for the customer's assistance

Unless otherwise agreed by both the contract parties, the general requirements for the customer's assistance are:

1. The correct reporting service requirements / defects according to the rules defined in Article V.
2. Provision of the person responsible for the customer support during service
3. Providing remote access over VPN for ReDat Recording System
4. Access to the workplace for authorised supplier's technicians
5. Ensuring physical access to the ReDat Recording System



RETIA, a. s., pursuant to the provision of Waste Act no. 185/2001 Coll., is involved in the **RETELA** (www.retela.cz) collective system, which runs back collection and disposal of hazardous waste, that is used and discarded **ReDat devices**.

The used products are classified as electronic waste and in no case may they be mixed with municipal waste as they are harmful to the environment.



RETIA, a. s., pursuant to the Packaging Act, is involved in the EKO-KOM Joint Performance System, running back collection and reuse of packaging waste, under Client no. EK-F06022669.