

POST-DELIVERY SUPPORT SERVICES TERMS FOR DIGITAL SOLUTIONS

These terms and conditions apply to the Support Services (as defined below) that Panasonic provides for the Digital Solutions as detailed under the Agreement. It describes the post-delivery support (including any service levels) available to Customer upon payment of all applicable fees and subject to all applicable limitations and exclusions, including the exclusions stated in Section 3 below. **“Support Services”** excludes any hardware support or other services and does not cover Non-Party Products, even if provided by Panasonic, or any other products or services that Panasonic does not supply. Any exceptions or additions to these terms are valid only if set out in an amendment, as agreed by Panasonic.

1. DEFINITIONS.

In addition to any definitions contained in the Agreement, the following definitions apply solely for purposes of these Support Services:

“Error” means a repeatable failure of the Digital Solutions to materially perform in accordance with the applicable Documentation.

“Error Correction” means the use of commercially reasonable efforts to correct an Error, including by providing a correction, workaround, patch, update, or other modification, without guaranteeing a permanent resolution or prevention of recurrence.

2. SUPPORT.

2.1 General. Panasonic will provide Customer airside support services, including Error Correction where applicable (**“Support Services”**), for the Digital Solutions through KONOS Tickets (as defined below).

2.2 Support Scope. Panasonic provides Support Services only for Errors related to the use of the Digital Solutions in accordance with the applicable Documentation and within the specified hardware requirements. Any other issues relating to the Digital Solutions are the responsibility of Customer. Support requests outside this scope—including changes to the Digital Solutions requiring a Program Change Order under the Agreement—are subject to quotation.

2.3 Support Requests. To report Digital Solutions Errors or other issues, Customer must submit a KONOS Ticket at <https://support.panasonic.aero/csm> (**“KONOS Ticket”**) using its registered KONOS account. Customer must register for a KONOS account to submit a KONOS Ticket. A KONOS Ticket, email request, or phone call is each considered a **“Support Request”**, and collectively **“Support Requests.”** All Support Requests—whether by ticket, email, or phone—must be submitted in English, and Panasonic will provide responses in English.

2.4 Error Priority Level. Every Support Request submitted will be assigned a Priority Level from 1 to 4, determined by its severity and impact on Customer’s business, as described in Section 2.8. The Priority Level is based on an assessment of both severity and impact. Severity considers the type and seriousness of the Error, such as whether the affected [Digital Solutions](#) is completely inoperable, significantly degraded, or experiencing only minor or cosmetic issues. Impact considers the extent of the Error, including the number of aircraft, users, systems, or operations affected. The assigned Priority Level determines Panasonic’s response obligations, including Initial Response Times, Action Plans, and Update Frequency, as described in Section 2.8.

2.5 Process. When submitting a Support Request, Customer shall provide an initial estimate of the applicable Priority Level based on information reasonably available and in good faith. After Panasonic investigates, validates, and verifies the Error—which may include requesting additional information from Customer and revising the estimated Priority Level—Panasonic will proceed with Error Correction in accordance with Section 2.8 using the assigned Priority Level.

2.6 Support Organization. The Panasonic Customer Performance Center (“CPC”) will be responsible for monitoring the Support Requests and assigning each request to the applicable Panasonic team.

2.7 Support Hours. The Support Services for Priority Levels 1 and 2 will be available 24 hours per day, 7 days per week and the Support Services for Priority Levels 3 and 4 will be available during Panasonic regular business hours (Monday to Friday, 9:00 a.m. to 5:00 p.m. U.S. Pacific Time). Support Services will be provided in the English language only.

2.8 Initial Response, Action Plan, and Updates. When providing Support Services, subject to Panasonic’s receipt of a KONOS Ticket and the terms and conditions stated herein and in the Agreement, Panasonic will use reasonable efforts to: (a) meet the specified Initial Response Time and Update Frequency for Errors reported by Customer in the Digital Solutions; and (b), as applicable, provide an Action Plan and/or provide Error Correction for reproducible Errors in accordance with the table set forth below.

Priority Level	Definition	Illustrative Examples	Acknowledgment (Initial Response) Time	Action Plan	Update Frequency
1	High severity incident where service is inoperable or has a catastrophic Error regardless of impact. Panasonic will commit immediate action to restore	Complete IFE system outage across all cabins during flight Zone-wide IFE failure (e.g., First Class and Business Class screens not working)	1 hour	Panasonic will provide an action plan with interim measures and solutions for the Error within 48 hours of acknowledgement.	Mon-Fri: Every 4 hours or sooner as updates are available Sat-Sun: Pager duty support

	critical functionality.	Critical security breach exposing passenger data Regulatory compliance failure requiring immediate correction Playback failure of media whether visual and/or audio OneMedia and/or Marketplace are inoperable affecting ancillary revenue generation			
2	High severity Errors that impact a low number of passengers and/or one (1) aircraft. Medium severity Errors that impact a large number of aircraft (e.g. more than ten (10) aircraft). Software development will be prioritized within the current development sprint. One (1) “sprint” equates to ten (10) business days.	Intermittent reboots caused by content kits or Software updates Media subtitles not rendering or drifting off synchronization Fundamental ad targeting features unavailable (city pairs, routes, media metadata)	1 hour	Panasonic will provide an action plan with interim measures and solutions for the Error within 72 hours of acknowledgement.	Every 10 business days, the equivalent to one development sprint
3	Sporadic or localized medium-severity Errors causing a loss of functionality	Individual seat screen frozen or unresponsive			No longer than every 90 days

	impacting a small number of passengers/aircraft. Software development will be prioritized in the current development quarter if available but guaranteed in the next development quarter.	Subtitle features missing for a limited number of movies Minor UI glitches causing inconvenience but not blocking usage Occasional delay in loading content for select seats	1 hour	Not applicable	
4	Low-severity Errors that impact a nominal group of passengers.	Cosmetic or non-critical issues that do not significantly impact passenger/customer experience Incorrect movie thumbnails or metadata Minor alignment issues in the UI Outdated promotional banner on the home screen	1 hour	Not applicable	As available

2.9 Service Levels and Credits. Customer will be eligible for service credits if Panasonic fails to meet the applicable service levels stated in the table below. These service levels are conditioned upon Panasonic's receipt of a KONOS Ticket and apply for Priority Level 1 and 2 Errors only. Service credits are calculated, measured, and applied in accordance with the metrics, thresholds, and methodologies described in such table. Subject to the terms and conditions stated herein and in the Agreement, service credits provided: (a) constitute Customer's sole and exclusive remedy for any failure to meet the applicable service levels; (b) may be applied toward future invoices or purchases of Products or Services; (c) will be made available to Customer—applied to Customer's account for use—after the end of the period to which they relate; and (d) will expire within six (6) months of becoming available.

Service Level and Service Credits

Service Level and Service Credits		
KPI	Service Level	Service Credits
Initial Response Time & Update Frequency	90%	If initial response time and/or update frequency as set forth in Section 2.8 falls below a quarterly average of 90% (calculated at the end of each month and measured across all monthly KONOS Tickets for Priority Level 1 and 2 Errors for the quarter based on a calendar year), Panasonic will provide the Customer with a \$2,000 service credit to be applied to the Customer's account.

3. EXCLUSIONS.

Subject to Panasonic's lifecycle policies for the Digital Solutions, Panasonic will have no obligation to furnish Support Services—including, as applicable, provide Error Corrections—for Errors caused by the following (collectively, the **"Exclusions"**):

3.1 Any failure, interruption, malfunction, or other issues related to any Non-Party Products or any other software, hardware, equipment, system, network, facility, products, or services that Panasonic does not supply or control under the **Agreement**, including, without limitation, any of the foregoing that are the responsibility of Customer or Customer's or any Authorized User's third-party mobile network, internet connectivity, or other service providers.

3.2 Any delay or failure of Customer to comply with its maintenance and support obligations under the Agreement related to the Digital Solutions including, but not limited to, installing and using any modifications to the Digital Solutions made available to Customer.

3.3 Customer's or any Authorized User's misuse, non-compliance, or negligence related to the use or operation of the Digital Solutions under the Agreement.

3.4 Any suspension or termination of, or otherwise related to, the access or use of the Digital Solution in accordance with Panasonic's rights under the Agreement.

3.5 Any **Event of Force Majeure** under the Agreement.

4. CUSTOMER OBLIGATIONS. Customer has the following obligations related to the Support Services for the Digital Solutions:

Customer shall promptly notify Panasonic of any Error related to the Digital Solutions and provide Panasonic with reasonable detail of the nature and circumstances of the Error; in accordance with the foregoing, when submitting a Support Request, Customer shall provide the following information:

- Customer information.
- Aircraft tail number and/or XID (as applicable).

- The name of Customer's designated support contact with contact details.
- Date and time of the incident.
- Incident description, including the Digital Solutions involved.
- Severity (i.e., Priority Level) of the issue and whether the issue is repeatable or random (if known).
- Any other useful information pertaining to the issue to support the Support Request.

4.2 All Support Requests must be submitted by Customer in accordance with Section 2 above through Customer's designated support contacts, who shall reasonably and promptly cooperate and work with Panasonic in troubleshooting the Error, including providing timely and accurate responses to requests for information. If reasonably feasible, the same designated support contact(s) will work with Panasonic throughout the entire Error troubleshooting process.

4.3 Customer shall provide necessary access to all impacted aircraft, facilities, networks, systems, hardware, equipment, software, or services requested by Panasonic for purposes of providing the Support Services.

4.4 Customer shall train Customer's designated support contacts and other appropriate personnel in the use and operation of the Digital Solutions and the KONOS Ticket submission system.

4.5 Customer shall comply with its maintenance and support obligations under the Agreement related to the Digital Solutions. Such obligations include, without limitation, the installation and use of any modifications to the Digital Solutions made available to Customer.

5. INCIDENT REPORTING AND TICKETS. Upon Customer's written request, Panasonic shall make available for Customer's review monthly reports of KONOS Tickets submitted by Customer to verify disposition and response times.

6. SAAS SERVICE LEVELS.

6.1 Service Levels and Credits. Panasonic will use reasonable efforts to make groundside SaaS available 98% of the month, excluding SaaS Excusable Downtime (as defined in Section 6.2 below). Customer will be eligible for service credits if Panasonic fails to meet the applicable service levels stated in the table below. These service levels are conditioned upon Panasonic's receipt of a KONOS Ticket and apply for Priority Level 1 and 2 Errors only. Service credits are calculated, measured, and applied in accordance with the metrics, thresholds, and methodologies described in such table. Subject to the terms and conditions stated herein and in the Agreement, service credits provided: (a) constitute Customer's sole and exclusive remedy for any failure to meet the applicable service levels; (b) may be applied toward future invoices or purchases of Products or Services under an applicable Order Document; (c) will be made available to Customer—applied to Customer's account for use—after the end of the period to which they relate; and (d) will expire within six (6) months of becoming available.

6.2 Service Levels Exceptions. SaaS Unscheduled Downtime and SaaS Scheduled Downtime (as defined in Sections 7.3 and 7.4 below, respectively) will be excluded from the calculation of SaaS availability to Customer, in addition to the Exclusions set forth in Section 3 above (collectively, **“SaaS Excusable Downtime”**).

6.3 “SaaS Unscheduled Downtime” means unscheduled downtime of the SaaS outside of Scheduled Downtime due to urgent or emergency maintenance performed by or for Panasonic. Panasonic may carry out urgent or emergency maintenance without prior notice to Customer.

6.4 “SaaS Scheduled Downtime” means scheduled downtime of the SaaS due to normal, routine, or other scheduled maintenance performed by or for Panasonic. Panasonic will use reasonable efforts to provide Customer with at least twenty-four (24) hours' prior notice of any scheduled maintenance that will make the SaaS temporarily unavailable.

Service Level and Service Credits

Service Level and Service Credits		
KPI – Monthly Uptime	Service Level	Service Credits
	≥ 98%	Not applicable
	< 98% – ≥ 95%	5% of monthly SaaS fees
	< 95% – ≥ 92%	10% monthly SaaS fees
	< 92% – ≥ 87%	15% of monthly SaaS fees
	< 87%	20% of monthly SaaS fees