

# **TECHNICAL SPECIFICATIONS**

**CONFORMING, ENCODING AND DELIVERY  
DIGITAL AUDIO-VISUAL PACKAGES**

## **RAI COM SPA**

Rai Com is the Rai Group's Commercial Company whose mission is to optimise the Company's intellectual assets and develop commercial products.

Rai Com was created as a unique and integrated commercial revenue gateway, to seize RAI's business opportunities, supporting RAI's mission to become a leading media company in Italy in the production of innovative content and omnichannel distribution. The Rai Com initiative is consistent with international benchmarks, in which public and commercial broadcasters are diversifying their revenue sources beyond the (now mature) licence fee and advertising with 'beyond the core' strategies designed to respond to an increasingly global, sophisticated and competitive communication market.

In the field of digital distribution Rai Com cooperates with leading national partners such as Reti Televisive Italiane, Tim and international partners such as Netflix, Amazon, Apple, Google, Disney, Paramount, Sky, Rakuten TV, HBO Max.

The supply - following award - will run for 24 months from the date on which the contract is signed.

## **REQUIREMENTS**

The Supplier is obliged to ensure the following organisational capabilities:

- Italian or English-speaking contact person (written and oral communication);
- overlap, of at least 4 hours, of their working hours with Rai Com's office hours (10.00-18.00).

The Supplier is also obliged to:

- a) have **documentation proving its role as “certified encoding house”** for electronic platforms:
  - Apple/iTunes
  - Netflix
- b) be already **enabled for the DELIVERY** of DATA PACKAGES to the following electronic platforms:
  - Amazon
  - Google Play
  - Disney+
  - Paramount+
  - Rakuten TV
  - HBO Max
- c) guarantee, for the entire duration of the contract, the obtaining - within 30 days or at least within the minimum time frame envisaged by the specific platforms - the **certifications and/or DELIVERY authorisations** for any additional digital distribution platforms that may be indicated by Rai Com (merely by way of example: Infinity, TimVision, Chili, Sky, Trenitalia, etc.);
- d) ensure, as an essential condition, for the purpose of DIGITAL STORAGE, the use of adequately protected storage systems including disaster recovery;
- e) ensure a work capacity to support a DELIVERY capacity of at least 50 hours of audiovisual content per week;
- f) have a telematic network transmission capacity of at least 300 Mbit/s;
- g) have - within 30 days of contract award - a suitable tool (i.e. back-end web platform and/or shared database) for consulting (24/7) Rai Com's inventory of archived assets (available formats, audio, fps, etc.) and relevant status of each work stream assigned;
- h) have a suitable tool (i.e. web platform) to enable the transfer of source material from Rai Com (or a third party indicated by Rai Com) to the Supplier digitally via upload;
- i) have the individual DATA PACKAGE returned within 24 hours (or 72 hours in the case of UHD material) of Rai Com's request.

## **DESCRIPTION OF SUPPLY**

The object of the supply is work aimed at creating, conforming and/or enriching "DATA PACKAGES".

The term "DATA PACKAGE" is used to mean a digital archive of files relating to the same main content (film or TV series).

Each "DATA PACKAGE" may therefore consist of:

- AUDIOVISUAL (feature film/short film) with one or more soundtracks;
- TRAILER or PREVIEW;
- GRAPHICAL ASSETS (layered and raster);
- METADATA;
- SUBTITLES (HEARING-IMPAIRED/REGULAR/FORCED) in each language processed within the scope of delivery;
- ANY RELATED DOCUMENTATION (Quality Control reports and completed processing activities records).

The supply - for the entire duration of the contract and up to 24 months after its expiry - shall include the DIGITAL STORAGE activity of all DATA PACKAGES that are or will be part of the "Rai Com Catalogue".

DATA PACKAGES become part of the "Rai Com Catalogue":

- from the request for processing referred to in items 1 - 2 - 5 below or, in any case, from the transfer of the source material to the Supplier;
- following recovery by the Supplier of the DATA PACKAGE from the third party(ies) indicated by Rai Com for the processing envisaged in these specifications (point 7).

All processes aimed at enriching the source DATA PACKAGE become an integral part of the DATA PACKAGE. Any subsequent processing will therefore be performed on the most recent/complete version of the relevant DATA PACKAGE.

The following are the works to be supplied.

## **MAINLY APPLICABLE FOR DISTRIBUTION-RELATED WORK ON EST/TVOD PLATFORMS**

### **1. DIGITISATION - EXECUTION TIME: 10 WORKING DAYS**

#### **a. DIGITISATION AND DATA PACKAGE CREATION**

1. Acquisition of source material (film or episode of at least 50 minutes) from magnetic/digital media provided by Rai Com (e.g. Digital Betacam, IMX, HDCAM, XDCAM, etc.).
2. Quality control at the material acquisition stage (audio-video quality, censoring of additional soundtracks, checking of subtitles);
3. Export into .MOV files with Pro Res encoding or different encoding according to the specifications provided by Rai Com;
4. Acquisition and export of one or more audio columns, if any;
5. Creation of the DATA PACKAGE;
6. Audio-video quality control on the DATA PACKAGE created.

The DIGITISATION described above includes any post-production work to be carried out on the trailer to make it conform to the needs of distribution (merely by way of example: covers, cuts, frame rate adjustment, transcoding, etc.).

It is understood that the Supplier undertakes to correct any corrupt element of the DATA PACKAGE within 5 working days of Rai Com's notification.

Note: with regard to the television product, 1 cost item is considered for every 50 minutes of source material, regardless of whether it is divided into one or more episodes.

## **MAINLY APPLICABLE FOR DISTRIBUTION-RELATED WORK ON EST/TVOD PLATFORMS**

### **2. REPLACEMENT/SUPPLEMENTARY PROCESSING FOR DIGITISATION**

#### *REPLACEMENT*

##### **a. AUDIO-VIDEO CONFORMING AND DATA PACKAGE CREATION**

Applicable to source material supplied in .MOV with Apple Pro Res 422 HQ or 444 HQ encoding that requires minor work to make the DATA PACKAGE compliant (merely by way of example: encoding, audio channel conforming, head and tail section conforming by insertion of black-mute frames, colour bars, tones, etc.). This activity also includes:

1. quality control at the material acquisition stage (audio-video quality, censoring of additional soundtracks, checking of subtitles);
2. any post-production work to be carried out on the trailer to make it conform to the needs of distribution (merely by way of example: covers, cuts, frame rate adjustment, transcoding, etc.).

#### *SUPPLEMENTARY*

##### **b. ACQUISITION AND SYNCHRONISATION OF ADDITIONAL AUDIO COLUMN**

Applicable on material supplied separately from that concerned by point 1 or 2a; this item includes acquisition, control, synchronisation and insertion within the DATA PACKAGE. Synchronisation includes all interventions necessary for the conforming of the audio column added to the DATA PACKAGE (merely by way of example: adjustment of frame rate per second). This cost item also includes any multi-format processing (example: English audio 5.1 + 2.0 = audio column).

##### **c. SELECTION AND CREATION OF 2-3 MINUTE PREVIEW CLIPS IN THE ABSENCE OF TRAILERS**

The technical and editorial specifications will be provided and defined by Rai Com.

##### **d. POST-PRODUCTION CORRECTION INTERVENTIONS OF VARIOUS NATURE (1 hour/job)**

Examples include: cuts, inserts, audio or video level shaping of individual scenes, etc.

##### **e. ACQUISITION FROM OTHER PHYSICAL STORAGE DEVICES (e.g. D2, D5, POLL)**

## **MAINLY APPLICABLE FOR DISTRIBUTION-RELATED WORK ON EST/TVOD PLATFORMS**

### **3. DELIVERY**

#### **EXECUTION TIME: 10 WORKING DAYS**

DELIVERY includes the conforming and delivery on the basis of customer/electronic platform specifications of all contents constituting the "DATA PACKAGE":

- AUDIOVISUAL (feature film/short film) with one or more soundtracks;
- TRAILER or PREVIEW;
- POSTER (in the various formats required for delivery);
- METADATA;
- SUBTITLES.

After the DELIVERY process, Rai Com will validate the activity following the positive outcome of the quality control performed by its customers/electronic platforms. In the event of rejection, the supplier undertakes to correct any critical points and complete DELIVERY within 3 working days.

**a. AUDIO-VIDEO CONFORMING AND DATA PACKAGE CREATION WITH DELIVERY TO APPLE PLATFORM**

Encoding, metadata, development of entire kit artwork, subtitle conforming, packaging, delivery

**b. CONFORMING OF DATA PACKAGE AND DELIVERY TO AMAZON PLATFORM**

Encoding, metadata, development of entire kit artwork, subtitle conforming, packaging, delivery from already constituted DATA PACKAGE (point 1 or 2a or 3a).

**c. CONFORMING AND DELIVERY VIA ASPERA, SIGNANT OR SIMILAR**

Encoding, metadata, development of entire kit artwork, subtitle conforming, packaging, delivery from already constituted DATA PACKAGE (point 1 or 2a or 3a).

Merely by way of example, item applicable for DELIVERY to:

- Rakuten TV (where there is no reimbursement by the customer/electronic platform);
- TimVision (where there is no reimbursement by the customer/electronic platform);
- Infinity (where there is no reimbursement by the customer/electronic platform);
- Amazon Prime Video Direct.

**d. CONFORMING AND DELIVERY VIA FTP**

Encoding, metadata, development of entire kit artwork, subtitle conforming, packaging, delivery from already constituted DATA PACKAGE (point 1 or 2a or 3a).

**e. CONFORMING AND DELIVERY VIA HARD DISK - including rental**

Encoding, metadata, development of entire kit artwork, subtitle conforming, packaging, delivery from already constituted DATA PACKAGE (point 1 or 2a or 3a).

#### **4. SUPPLEMENTARY PROCESSING**

**a. POSTER CREATIVITY ADJUSTMENT**

This applies only in cases where Rai Com does not provide graphic artwork on layers (merely by way of example: files with the extension .PSD, .AI, .EPS, .INDD) but only raster, with a creativity already defined.

**b. POSTER CREATION**

This only applies in cases where the creation of a poster/creativity is required *ex novo* on the basis of simple graphic or photographic material.

**c. DYNAMIC POSTER CREATION**

Preparation of the poster in dynamic version formats.

**d. METADATA ADAPTATION/TRANSLATION**

This item applies only to:

- adaptation of metadata that cannot be automated by software (e.g. manual compilation)
- in the case of a request for delivery of metadata in a language other than Italian; this entry includes the translation of the metadata (e.g. synopsis translation).

**e. CREATION OF GRAPHIC MARKETING KITS**

Merely by way of example, this item applies in:

- Quantity 1 - for Apple Epic Showcase and Amazon Prime Video Silver kits;
- Quantity 2 - for Amazon Prime Video Gold/Platinum/Tentpole/Twin Hero kits, including Fire TV Trailer processing.

## **MAINLY APPLICABLE FOR DISTRIBUTION-RELATED WORK ON SVOD PLATFORMS**

### **5. SVOD PLATFORM PROCESSING**

#### **EXECUTION TIME: 15 WORKING DAYS**

##### *HD VIDEO*

- a. DELIVERY**  
(FROM DATA PACKAGE, ALREADY AT THE SUPPLIER'S PREMISES, CONFORMING TO PLATFORM SPECIFICATIONS)  
Control and delivery
- b. TRANSCODING AND DELIVERY**  
(FROM DATA PACKAGE, ALREADY AT THE SUPPLIER'S PREMISES, NOT ORIGINALLY CONFORMING TO PLATFORM SPECIFICATIONS)  
Conforming, control and delivery
- c. DIGITISATION (SEE PROCESS STEPS IN POINT 1), DATA PACKAGE CREATION AND DELIVERY**  
Acquisition, control, conforming, creation DATA PACKAGE and delivery

##### *SD VIDEO*

Items 5d, 5e, 5f have the same meaning as items 5a, 5b, 5c, but apply to work on audiovisual material in standard resolution (SD).

##### *AUDIO*

*Processing applicable for additional and separately supplied audio columns, compared to those already included in the DATA PACKAGE*

- g. SIMPLE SYNCHRONISATION**  
Control, synchronisation (conforming over linear loss) and delivery
- h. COMPLEX SYNCHRONISATION**  
Acquisition, control, synchronisation (conforming over non-linear loss) and delivery

##### *GRAPHICS*

- i. ARTWORK SET PREPARATION**  
Rate valid both for creation *ex novo* or from graphic artwork on existing layers (for example, but not limited to: .PSD, .AI, .EPS, .INDD files)

Note: merely by way of example, this applies to all deliveries of films and TV series for Netflix (where applicable), Disney+, Paramount+ and only to TV series/kids for TimVision.

*SUBTITLES - The items under point 9 apply*

## **6. ANCILLARY PROCESSING**

- a. **EXPORT OF MXF FROM PRO RES DATA PACKAGE**
- b. **EXPORT OF PRO RES FROM MXF**
- c. **TRANSFER TO BETA CAM**
- d. **TRANSFER TO HD CAM**
- e. **TRANSFER TO XD CAM**
- f. **MANAGEMENT OF THE ENTIRE PROCESS IN IMF FORMAT, WHERE NECESSARY (one-off application)**

Note: with regard to the television product, 1 cost item is considered for every 50 minutes of material delivered, regardless of whether it is divided into one or more episodes.

### **7a. RETURN OF DATA PACKAGES**

Upon termination of the Agreement, even in the event of its cessation for any reason whatsoever, the Supplier shall be obliged to return all DATA PACKAGES of the "Rai Com Catalogue".

All the aforementioned DATA PACKAGES shall be delivered in the latest and most complete version available/developed. Delivery shall take place within 15 working days by means of a hard disk (owned by the Supplier, including the relevant rental) to the party indicated by Rai Com.

### **7b. DATA PACKAGE ACQUISITION**

Acquisition and control of DATA PACKAGES available from third-party laboratories indicated by Rai Com. This includes the set up of the transfer mode, control and census of the DATA PACKAGE acquired. The entire process must take place within 7 working days.

## **8. SCREENER CREATION WITH ENGLISH SUBTITLES**

Acquisition of audio-video materials; creation of English burned-in subtitles (including those A.I. generated); watermark application; sharing link generation (with or without password); and provision of access to such content via a proprietary or third-party platform.

This process does not include Quality Control and the screener output is intended to be delivered in medium web quality (typically 480p, 720p, or 1080p), exclusively for B2B use for promotional, artistic evaluation and/or commercial assessment purposes.

## **9. SUBTITLES**

### **MAINLY APPLICABLE FOR DISTRIBUTION-RELATED WORK ON EST/TVOD/SVOD PLATFORMS**

The subtitles created here conform to the Netflix and Apple specifications.

#### **a. SUBTITLE SYNCHRONISATION - SIMPLE**

Simple synchronisation (conforming on linear loss) to the DATA PACKAGE of the subtitle file supplied by Rai Com via digital file (merely by way of example .STL, .SRT, .EBU) or extraction from DVD/BLU RAY storage device supplied.

#### **b. SUBTITLE SYNCHRONISATION - COMPLEX**

Complex synchronisation (conforming on linear loss) to the DATA PACKAGE of the subtitle file supplied by Rai Com via digital file (merely by way of example .STL, .SRT, .EBU) or extraction from DVD/BLU RAY storage device supplied.

Note about subtitles creation: all languages created subtitles – regardless of the kind (“Regular, Hearing impaired, Forced) - have to be human QCed and passed.

## **9A. CREATION OF ITALIAN SUBTITLES**

Note 1: with regard to forced subtitles, it should be noted that the applicable amount is a function of the actual minutes in which the subtitles appear (e.g. 5 bars in 2 minutes equals 2)

Note 2: in the event that the TCs relating to the insertion of forced subtitles have not been identified and communicated in advance, the one-off item 4c applies, as compensation for the review of the entire audio-visual content to be processed. With regard to the television product, 1 cost item is considered for every 50 minutes of material processed, regardless of whether it is divided into one or more episodes.

### **CREATION OF ITALIAN SUBTITLES FROM ITALIAN AUDIO**

Valid for services rendered with or without the provision of scripts by Rai Com.

- d. Regular
- e. Hearing impaired
- f. Forced

### **CREATION OF ITALIAN SUBTITLES FROM NON-ITALIAN AUDIO (WITH TRANSLATION FROM CYRILLIC, HEBREW, ARABIC AND ASIAN LANGUAGES)**

Valid for services rendered with or without the provision of scripts by Rai Com.

These services include translation.

- g. Regular
- h. Hearing impaired
- i. Forced

### **CREATION OF ITALIAN SUBTITLES FROM NON-ITALIAN AUDIO (WITH TRANSLATION FROM OTHER LANGUAGES)**

Valid for services rendered with or without the provision of scripts by Rai Com.

These services include translation.

- j. Regular
- k. Hearing impaired
- l. Forced

## **9B. CREATION OF SUBTITLES IN LANGUAGES OTHER THAN ITALIAN**

These services include the translation from any language other than Italian and the creation of the subtitle in the requested language.

The subtitles created here conform to the Netflix/Apple specifications.

## **10. ADDITIONAL PROCESSING ON POINT 9**

These services apply in addition to the items under point 9.

The subtitles created here conform to the Netflix/Apple specifications.

### **SURCHARGES FOR UHD HDR PROCESSING**

For video processing in UHD format (SDR or HDR), a higher fee applies, which is indicated in the column of the price list entitled "UHD".

This higher fee includes all processing aimed at processing the UHD format, including HDR (High Dynamic Range) technology according to common market standards (HDR10 and higher encoding, Dolby Vision, etc.) and the possible compilation of the relevant reference metadata, if not provided by Rai Com.

### **SURCHARGES FOR URGENT SERVICES**

Extra cost for work carried out urgently.

This additional % cost item applies to all services performed on an urgent basis.

The applicable surcharge in this case is:

- 30% for services to be performed within 48 hours from the order/assignment;
- 100% for services to be performed within 12 hours from the order/assignment (requiring beyond regular business hours workload, including night-time service hours).

### **FURTHER PROVISIONS**

- a. All materials supplied are and shall be the **property of Rai Com**.
- b. In the event that the "**redelivery rate**" in the DELIVERY business should exceed 25%, Rai Com reserves the right to withdraw from the contract.
- c. Should, by virtue of the agreements in place between Rai Com and its customers/electronic platforms, the costs relating to DELIVERY be borne by the latter, the Supplier shall negotiate in good faith with the customer/electronic platform in order to manage such reimbursements, unless otherwise instructed by Rai Com. In the event of failure to reach an agreement, the relevant processing costs shall be borne by Rai Com on the basis of the schedule of charges attached to the TECHNICAL SPECIFICATIONS.

### **SERVICE TIME FRAME**

The activities set out in these specifications shall be carried out according to the timetable set out in each TECHNICAL SPECIFICATIONS section.

### **RAI COM CONTACT PERSON FOR THE EXECUTION OF THE SERVICE**

The supplier will liaise with one or more contact persons indicated by Rai Com.

### **CERTIFICATE OF REGULAR EXECUTION**

The activities carried out by the company will be tested by the Execution Manager upon completion of the activities. Acceptance will consist of the verification and certification of proper performance of the services set out in these Technical Specifications.

## **CONFIDENTIALITY OF INFORMATION**

The Supplier undertakes to:

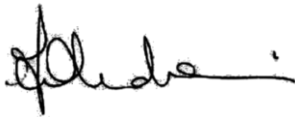
- consider all information to be acquired during the performance of the planned service as strictly confidential and usable only for the performance of the activities covered by the contract;
- keep such information confidential and not to disclose it or make it known to unauthorised persons, and to take all such measures as are reasonably possible to ensure and protect the confidentiality of said information, 'in full' and in part, and in any form whatsoever, in regard to anyone except the Customer's units and persons in charge;
- refrain from using such information for instrumental purposes;
- refrain from using or reproducing the information, extracts or summaries thereof for purposes other than those pertaining to the contract.

In the event of any breach, even partial, of the aforementioned confidentiality obligations Rai Com may demand termination of the contract and compensation for damages suffered.

## **OWNERSHIP AND RIGHTS OF USE**

Rai Com shall be the owner and proprietor of all data and information collected, processed or produced during the execution of the service, including, *inter alia*, all documents produced in original format containing the outcomes and results. Its communication and/or disclosure, even in part, in any venue or place is prohibited and in any case subject to prior written authorisation by Rai Com.

In the event of any breach, even partial, Rai Com may demand termination of the contract and compensation for damages suffered.

A handwritten signature in black ink, appearing to be 'Alde' followed by a horizontal line.A handwritten signature in black ink, appearing to be 'Matt. Pall' followed by a horizontal line.