



EVS

SLA SERVICE DESCRIPTION

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**EVS BROADCAST
EQUIPMENT SA**

Liège Science Park
Rue du Bois Saint Jean 13
B-4102 Seraing, Belgium

T. +32 361 7000 | E. sales@evs.com
Find out more at **EVS.COM**
RPM Liège | VAT BE 0452.080.178

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SECTION 1. GENERAL

ARTICLE 1. SCOPE

1. In the event that EVS and Customer agree on the provision of Advanced or Premium SLA Services ("SLA Services"), the SLA Services will be governed by order of precedence by 1) the quote and information sent by EVS to the Customer; 2) the present SLA Service Description; and 3) the General Terms and Conditions of Sale available at https://evs.com/sites/default/files/2021-04/general_terms_and_conditions_of_sales.pdf (together, the "SLA").
2. The present terms shall apply to the SLA Services provided by EVS Broadcast Equipment SA, EVS Broadcast Equipment Inc, EVS Broadcast Equipment Ltd, Axon Digital Design BV or Axon Digital Design Ltd ("EVS") to you ("Customer", together with EVS, the "Parties", each a "Party") on the Equipment in the Covered sites (as defined below) provided that they do not conflict with any other contractual provision expressly agreed in writing by EVS.
3. The present terms supersede any other terms and conditions of Customer, even if these have not been specifically rejected by EVS.
4. The present terms apply to all SLA Services in relation to the Equipment provided that the configuration of the global system in which the Equipment is integrated is provided to and approved by EVS prior to or on the Commencement Date as communicated by EVS to Customer. The Customer shall notify EVS in advance and in writing of any changes affecting the configuration of the Equipment. EVS' obligations under this SLA may be suspended until these potential changes affecting the configuration are approved by EVS. The SLA may also apply to the additional EVS hardware and software that the Customer may acquire provided that the Parties expressly agreed so in writing.

ARTICLE 2. COMMON DEFINITIONS

Any capitalized term shall have the meanings as set forth hereunder.

- > **"Business Days"** means Monday to Friday (except for Customers located in the Middle East for which the Business Days mean Sunday to Thursday), excluding public holidays in the country from where the SLA Services are provided (EVS support center).
- > **"Commencement Date"** is the start date for any SLA Service commitment as communicated by EVS to Customer.
- > **"End-of-Support"** is the state of an Equipment for which EVS has officially announced that it will no longer support, which shall have an impact on the SLA Services.
- > **"EVS Service Desk"** is available 24 hours a day, 7 days a week and consists of the phone number communicated by EVS to the Customer on or before the Commencement Date. Assistance will be provided in English through EVS Hotline unless the Parties decide otherwise.
- > **"EVS E-Mail"** consists of the following e-mail address: support@evs.com and shall be used only for follow-up of an Incident.
- > **"EVS Web Portal"** is available on the EVS VIA Portal (<https://viaportal.evs.com/>).
- > **"Incident"** means an unexpected behavior. Incidents are classified in different Severity Levels depending on their nature.
- > **"Severity Level"** means Severity Level 1, 2 or 3 as defined hereunder.
 - > **"Severity Level 1 - High"** or highest category of Severity Level is where an Incident results in the complete failure of the Equipment or a business-critical function of the Equipment leaving it unusable and inhibiting Customer's business operation with no convenient workaround immediately available.
 - > **"Severity Level 2 - Medium"** or medium category of Severity Level is where an Incident results in the failure of a major feature or function of the Equipment leaving it severely restricted and affecting Customer's business operation with a convenient workaround immediately available.
 - > **"Severity Level 3 - Low"** or lowest category of Severity Level is either (i) where an Incident results in the failure of minor feature or function of the Equipment which is then not operating optimally causing minor or irritating issues for Customer's business operation or (ii) a question or request for documentation or information regarding the Equipment.

- > **“SLA Services”** means the SLA services relating to the Equipment, provided by EVS under this SLA depending on the SLA Service Level purchased by the Customer, or the SLA service relating to SaaS provided by EVS under this SLA.

SECTION 2. SLA SERVICE DESCRIPTION FOR PURCHASED EQUIPMENT (HARDWARE AND SOFTWARE)

ARTICLE 1. SLA OVERVIEW

Depending on the SLA Service Level, the SLA Services available under your SLA shall be as follows:

Support Services	Standard Warranty	Advanced Service Level	Premium Service Level ⁶
Access to Knowledge Base (Procedures, Tutorials, EOL)	✓	✓	✓
Incident Case/Tracking (by Priority)	Best Effort	✓	PRIORITY
24/7 Telephone Support (Response Time)	✓ ⁴	1 Hour	30 Min
Remote System Health Check ¹		1/year	4/year
Onsite Technical Intervention ¹		72 hours	24 hours ⁵
Technical Account Manager ²		[Option]	✓
Product Change Request		✓	PRIORITY
Software Services			
Access to Software Updates	✓	✓	✓
Access to Software Upgrades		✓	✓
Alerts about Updates and Upgrades		✓	✓
Remote SW Update/Upgrade assistance		✓	✓
Hardware Services			
Hardware Warranty	✓	✓	✓
Advance exchange of parts		3 Business Days	1 Business Day
Free Replacements of parts		✓	✓
Onsite Spare parts ³		[Option]	✓
Hardware Upgrade (Same generation - XT-Via & XS-Via)		[Option]	✓

Consultancy Services	Standard Warranty	Advanced Service Level	Premium Service Level
MediaCption Evolution Service		✓	✓
		✓	✓
		[Option]	✓
		[Option]	[Option]
		[Option]	[Option]
		[Option]	[Option]

Remarks:

¹ Item not available for Synapse.

³ Item not available for Dyvi and Neuron.

⁴ Telephone Support available in Business Hours for MI Equipment under Standard Warranty.

⁵ Onsite technical intervention within 24h cannot be guaranteed in all areas. Please check with your account manager for more information.

⁶ Premium Service Level is not available for MI Equipment alone (but is available if MI Equipment is combined with other Equipment). All SLA Services are subject to conditions (see details in sections below).

ARTICLE 2. DEFINITIONS

Any capitalized term shall have the meanings as set forth hereunder.

- > **“Business Hours”** means 9AM to 6PM in the applicable time zone of the country from where the SLA Services are provided (EVS support center).
- > **“Dead-On-Arrival”** means the Equipment fails to function substantially in accordance with published specifications due to defects in manufacturing or materials on Customer premises at first start-up or after repair.
- > **“Covered Site(s)”** means the site(s) where the Equipment is located at the signature of this SLA as agreed between EVS and Customer.
- > **“Equipment”** means any and all software, hardware, including any components thereof which are subject to the present SLA and which are listed in (the annexes of) the applicable quote provided by EVS to Customer (which may include MI Equipment).
- > **“Hardware Warranty”** is the part of the Standard Warranty that concern hardware and is described in article 9.2 and following of EVS' General Terms and Conditions of Sale
- > **“MI Equipment”** means EVS Media Infrastructure hardware and software Products (Synapse, Neuron, Cerebrum & MediaInfra Strada).
- > **“Onsite Spare Parts”** means a comprehensive set of spare parts of critical hardware components that are available for Customer at the Covered Site at the conditions described in the present SLA, and which are communicated by EVS to Customer.
- > **“SLA Fees”** shall mean the fees as determined in the quote and invoice provided by EVS to Customer and except agreed otherwise in writing, shall be paid before the Commencement Date of the initial Term or of any subsequent renewed Term.
- > **“SLA Service Level”** means the SLA service level chosen by the Customer according to the applicable quote and invoice (Advanced or Premium) which contains a number of SLA Services exhaustively listed in the above SLA Overview and as further described below SLA Services Description.
- > **“Standard Warranty”** refers to the warranty provided with the Equipment and which components are set forth in the SLA Overview table and which is described in article 9 of EVS' general terms and conditions of sale.
- > **“Software Update”** means a move from a software release to the next minor software release that is commercially released and generally made available by EVS in the form of an update (for example: 4.2 to 4.3), which typically offers bug fixes and some new functionality.
- > **“Software Upgrade”** means a move from a software release to a next major software release that is commercially released and generally made available by EVS in the form of an upgrade (for example: 4.2 to 5.0), which typically offers a significant change or major improvement over current software version.

ARTICLE 3. SUPPORT SERVICES

In the event of an Incident, and upon reporting of such Incident, EVS will use its commercially reasonable efforts to provide the SLA Services that are available under the applicable SLA Service Level according to the procedure and within the response time set forth hereunder it being understood that the conditions for SLA services provision listed below shall be met at all times.

1. ACCESS TO KNOWLEDGE BASE

Customer is granted access to EVS Knowledge Base which provides valuable information such as how to address common Customer issues (FAQ), gain insight on broadcast industry, workflow optimization, instructional videos or articles, and

others. The EVS Knowledge Base is reachable through the EVS Web Portal (or other means). In addition, Customer can subscribe to receive press releases, newsletters as well as notifications on useful information.

2. SUPPORT CHANNELS

Customer can submit an Incident to EVS

- for Severity Level 1 or 2, Incident through EVS Hotline and EVS Web Portal
- for Severity Level 3 Incident to EVS through EVS Web Portal only

Only the above channels might be used for these types of Incidents in addition to EVS Mail for the follow-up thereof. EVS does not warrant any SLA Services required through other channels.

The SLA Services shall be provided through EVS Hotline, EVS Web Portal, Email and remote connection.

Conditions for above SLA service provision:

- > Customer's representatives onsite that report and follow up the Incident shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.

3. INCIDENT CASE/TRACKING (BY PRIORITY)

For each request by Customer for SLA Services, EVS will identify each discrete problem relating to a reported Incident with a unique "Case Number" for tracking purposes. Based on this Case Number, Customer will be allowed to follow the evolution and the treatment of the Incident through the EVS Web Portal. The Case Number will be updated on Business Days during Business Hours only.

Conditions for above SLA service provision:

- > Customer's representatives onsite that report and follow up the Incident shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.

4. 24/7 TELEPHONE SUPPORT (RESPONSE TIME)

Customer shall receive priority 24/7 telephone SLA Services through the EVS Hotline (English speaking), with access to EVS technical support service 24/7, 365 days a year. Customer can submit an Incident to EVS Web Portal and EVS Hotline for any Severity Level 1 or 2 Incidents. Customer can only submit Severity Level 3 Incidents via the EVS Web Portal.

As soon as the Incident has been duly reported by the Customer as described above, EVS shall use its commercially reasonable efforts to provide the SLA Services within the below time of response (it being understood that the below times of response only relate to the amount of time required to start providing the relevant SLA Services and are not time to restore):

Support Service Level	Technical Support Coverage	Response Time Objective
Premium	24x7 via EVS Hotline	Response within 30 min
Advanced	24x7 via EVS Hotline	Response within 1 hour

The SLA Services shall be provided through EVS Hotline, Email and remote connection.

Conditions for above SLA service provision:

The response times are only applicable under SLA. Under the Standard Warranty only, there are no commitment on response times. Moreover, for MI Equipment under Standard Warranty, the EVS Hotline will be available during Business Hours only.

Upon request of EVS, Customer shall subsequently provide the following information:

- > contract ID;
- > name of the relevant contact persons of Customer in the case at hand and any required additional information (name, address, phone/fax number, e-mail address);
- > serial number and version of the relevant hardware and/or software;
- > description of the Incident and steps required to recreate the Incident;
- > identification of the Incident as a Severity Level 1, 2 or 3 (subject to EVS' approval thereof); and
- > any third party or other environmental information required to address the Incident.

5. REMOTE SYSTEM HEALTH CHECK

EVS will perform a thorough review of Customer existing hardware and software through VPN connection to identify operational gaps and providing actionable and corrective steps that help to improve reliability and availability.

EVS technical support engineers will assess Customer's platform by analyzing system logs, database sizes and archive storage sizes and trace data to ensure Customer is not experiencing configuration or bottleneck issues. The inspection includes an evaluation of servers, security, databases, licensing, versions, network and configuration.

EVS will provide a report and review it (over the phone) with Customer.

The Remote System Health Check will occur as follows depending on the chosen SLA Services level:

Support Service Level	Frequency
Premium	4x/Y
Advanced	Once/year

The dates of the remote checks will be scheduled jointly by EVS and Customer and only during Business Hours.

Conditions for above SLA service provision:

- > Customer's representatives onsite in charge of managing the remote check shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.
- > Customer shall provide access to EVS for the execution of this activity, the system shall be available, meaning no production or commercial activity shall be performed during the Remote System Health Check.
- > The option is not applicable to Synapse.

6. ONSITE TECHNICAL INTERVENTIONS

In the event that EVS' diagnostic through other support means (including remotely) indicates that an onsite intervention is required, EVS shall send an EVS qualified engineer onsite. EVS will use its commercially reasonable efforts to provide this Onsite Technical Intervention within:

Support Service Level	Timing
Premium	24h* (From T0**)
Advanced	72h (From T0**)

* Onsite intervention within 24 hours cannot be guaranteed in all areas. The intervention timing shall be thus confirmed by EVS to Customer.

** T0 (time to send someone on site) is the moment when EVS' technical expert and the Customer come to the conclusion that an on-site intervention is required.

Conditions for above SLA service provision:

- > Customer shall guarantee access to the Equipment with no obstruction during any intervention.
- > Customer's representatives onsite in charge of managing the onsite intervention shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.
- > The option is not applicable to Synapse.
- > The travel & expenses costs of the qualified engineer are not included and shall be quote separately.

7. TECHNICAL ACCOUNT MANAGER

EVS shall assign an EVS member of the personnel to follow up on the provision of SLA Services as well as all related pending service requests.

EVS' Technical Account Manager ("TAM") shall:

- ✓ Oversee service delivery and guarantee service performance:
 - Proactive monitoring of service performance vs SLA KPIs.
 - Engage to facilitate Incident Management process, setting proper categorization, priority, and operational context.
 - Orchestrate coordinated actions in Problem Management process.
 - Maintain an overview of on-going service requests.
 - Contribute to periodical service performance reporting – identify operational improvement opportunities for both EVS and Customer.
 - Organize and lead periodical operational follow-up (on-site or remote) meetings with Customer.
- ✓ Act as Customer advocate, act as 1st contact for escalations and guarantee escalation follow-up:
 - Acquire and maintain well documented information about Customer operational set-ups, workflows, and customizations.
 - Maintain a complete list of Customer stakeholders for operational activities.
 - Identify Customer's training needs based on service request analysis.
- ✓ Orchestrate major interventions (i.e., upgrades, preventive/corrective maintenances) on Customer set-ups:
 - Prepare intervention document including scope, risk assessment, stakeholders, planning, execution procedure, roll-back plan, mitigation and contingency plans, incident/problem record, sanity/after checks.
 - Secure communication plan with all stakeholders.
 - Lead customer communication during intervention execution, providing accurate status information.
- ✓ Ensure continual service improvement.

Conditions for above SLA service provision:

- > Provided that Customer has subscribed to a Premium SLA whose yearly amount is above or equal to 200KUSD/180KEUR or has bought this option to his Advanced or Premium SLA.
- > Customer's representatives onsite in charge of the relationship with the TAM shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.
- > Customer shall coordinate requested support procedures
 - > *When TAM requests action, Customer must have ability to provide and coordinate appropriate steps.*
- > TAM shall be available during Business Hours.
- > EVS reserves the right to change assigned TAM, at its own discretion, whenever necessary.
- > This option is not applicable to the MI Equipment (but may be offered for such MI Equipment at EVS' sole discretion).

8. PRODUCT CHANGE REQUEST

Customer may issue requests relating to Product Change via the EVS Web Portal. EVS shall review the request and provide an answer if it is retained as Product Change. The request shall be answered on best effort basis. Whether the Product Change will be implemented and how it will be implemented is subject to EVS' sole discretion.

Product Change relates to the request of a new feature.

Conditions for above SLA service provision:

- > No response times are applicable.
- > The option is applicable only to MI Equipment.

ARTICLE 4. SOFTWARE SERVICES

1. ACCESS TO SOFTWARE UPDATES

As Software maintenance Updates become available, EVS will make such updates available (generally through remote download) to the Customer at no additional charge, provided that the related hardware initially purchased by Customer and software release version installed on the hardware of Customer can support them.

Conditions for above SLA service provision:

- > Customer shall follow Updates availability and keep its setup up to date with latest update version whenever possible and taking into account their setup complexity.
- > Customer shall ensure compatibility of the Software installed with other versions of EVS and third-party products.

2. ACCESS TO SOFTWARE UPGRADES

Access to Software Upgrades gives the right to use the latest software major release at no extra cost, provided that the related hardware initially purchased by Customer can support them.

Conditions for above SLA service provision:

- > Customer shall meet the Technical requirements prior to upgrading the software versions and ensure the compatibility with other EVS and third-party products.
- > Customer shall plan the support of EVS for installation, configuration and migration of the systems.
- > Customer shall order and install any required hardware upgrades and the professional services required for the Upgrade shall be paid by the Customer.

3. SOFTWARE UPDATE/UPGRADE ASSISTANCE (REMOTELY)

EVS may remotely assist Customer with timely Software Updates or Upgrades of the current version of Customer's Software that will correct identified problems, fix bugs or provide improvements in operation and will provide follow-up thereafter. Assistance needs to be planned and shall be scheduled during Business Hours.

Conditions for above SLA service provision:

- > Customer's representatives onsite in charge of managing the Software Update or Upgrade shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the intervention.

4. CONSULTANCY SERVICES

MediaCeption Evolution Services

On a temporary basis, and if the Customer is eligible, EVS offers as part of its SLA an evolution service package for Customers currently using Sports PAM (based on IPDirector PAM) moving to MediaCeption:

Software Service Level	MediaCeption Evolution Service
Premium	Standard Package + Specific Custom Metadata / Keywords / Logsheets / Dictionary migrations
Advanced	Standard Package

Based on the use case, optional MediaCeption Evolution Services can be quoted:

MediaCeption Evolution Service	Offer
Content Migration (Optional)	Based on specific quote
Bin Rules Migration / Automation (Optional)	Based on specific quote
3rd Party Migration or Customer Applications based on IPDirector API	Based on specific quote

Other professional services, such as EVS Custom Development or Consultancy Services can also be quoted as an option.

Conditions for above SLA service provision:

- > Customer's representatives onsite in charge of managing the Software Update or Upgrade shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the intervention.

ARTICLE 5. HARDWARE SERVICES

1. *HARDWARE WARRANTY, ADVANCE EXCHANGE OF PARTS, REPAIR OR FREE REPLACEMENT PARTS*

In the event that (i) hardware failures exceed the capacity of the Onsite Spares Parts provided under this SLA (if applicable), (ii) the Equipment is Dead-On-Arrival, and/or (iii) if deemed necessary by EVS, EVS will use its commercial reasonable efforts to ship a replacement hardware component to Customer at Customer's written request on the next Business Day (in case of Premium SLA) (subject to availability) or within three Business Days (in case of Advanced SLA)¹ in "Advance Exchange" of reception of Customer's defective hardware component. If, for any emergency reason, part must be delivered faster, extra cost is at Customer's expenses. This service is available during regular local business hours. (if request made outside business hours through Hotline, the request is taken care of next Business Day).

All requests will be handled through the Customer support tool and visible on the EVS Web Portal by the Customer. All shipping information will be transmitted to the Customer to allow Customer to track his shipment.

Advance Exchange of hardware components includes labour and component costs for discrete identifiable serial numbered hardware components that contain serialized modules that can be shipped as a complete module. Advanced Exchange of hardware components does not cover wearable (consumable) components as defined by the hardware, nor does it provides troubleshooting, Software consulting or technical support coverage.

Support Service Level	Advanced Exchange of parts - Timing
Premium	1 Business Day
Advanced	3 Business Days

If a defective hardware component cannot be remedied through Advance Exchange, EVS shall at its sole discretion repair or replace any defective hardware component at one of its premises.

Conditions for above SLA service provision:

- > Customer shall use the appropriate mean of communication to contact EVS
- > Customer shall provide all information, serial number of the system, serial number and revision of the defective part
- > Customer's representatives onsite in charge managing the advance exchange shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the exchange.
- > Customer shall return the defective Hardware component to EVS in accordance with the EVS' return procedure as described in the terms and conditions.

¹ In case of a third-party part or specific part (such as hard disk or SAN), shipping day could be later than the next 3 Business Days or next Business Day.

2. *HARDWARE UPGRADE SUBSCRIPTION (SAME GENERATION) – XT-VIA/ XS-VIA*

Provided that Customer has subscribed to a Premium SLA package or has bought this option to his Advanced SLA, Customer shall be entitled to receive any hardware parts required to ensure compatibility with latest major Software versions of Multicam within the current generation of XT-VIA and XS-VIA. The hardware subscription is bound to a hardware (linked to the serial number of the XT server). Which means that when buying a Premium SLA, all serial numbers of XT servers should be known.

3. *ONSITE SPARE PARTS*

Provided that Customer has subscribed to a Premium SLA or has bought the option in an Advanced SLA, EVS shall make available Onsite Spare Parts for the Term of this SLA. The list of the Onsite Spare Parts is determined and communicated by EVS after that the configuration of the Customer's EVS system has been agreed and their value shall never exceed 2% of the related EVS system value. These Onsite Spare Parts shall be held by the Customer at the Covered Sites to ensure a faster intervention.

EVS shall retain right and title on these Onsite Spare Parts as long as they are not used by EVS or the Customer (subject to EVS' prior consent) for the purposes of the provision of the SLA Services. Each time an Onsite Spare Part is used, the Customer shall return the defective hardware component to EVS in accordance with the EVS' return procedure as described in the terms and conditions and EVS will subsequently ship a corresponding replacement hardware component to replenish the Onsite Spares list at EVS' own costs and risks.

Upon expiration or termination of this SLA, the Customer shall send back the Onsite Spare Parts that have not been used for the purposes of the provision of the SLA Services according to EVS' return procedure as described in the terms and conditions.

Conditions for above SLA service provision:

- > Customer shall inform EVS whenever a spare part is used.
- > This option is not applicable to the Dyvi and Neuron.

ARTICLE 6. ESCALATION PROCESS

EVS shall provide SLA Services as follows

- > EVS SLA Services are triggered through the reporting of the Incident by Customer to EVS, it being understood that:
 - Severity Level 1 and 2 Incident can only be reported through EVS Hotline; and
 - Severity Level 3 Incident can only be reported either through EVS Web Portal.
- > The first assistance is provided by EVS through EVS Hotline, EVS Web Portal or EVS Mail;
- > In the event that the above does not enable EVS to find a satisfactory solution to the reported Incident, EVS shall provide remote diagnostic access (i.e. VPN or other means agreed between EVS and the Customer);
- > In the event that the above does not enable EVS to find a satisfactory solution to the reported Incident, EVS shall provide Onsite Technical Intervention and/or specific hardware and/or software Assistance.

The above EVS assistance may be provided by a local partner of EVS for the provision of certain front-line SLA Services.

SECTION 3. SLA SERVICE DESCRIPTION FOR RENTED EQUIPMENT (HARDWARE AND SOFTWARE)

ARTICLE 1. SLA OVERVIEW

SLA Services available for any rented Equipment shall be as follows:

Support Services	SLA for Rentals Service Level
Access to Knowledge Base (Procedures, Tutorials, EOL)	✓
Incident Case/Tracking (by Priority)	✓
24/7 Telephone Support (Response Time)	1 Hour
System Health Check	At Delivery
Software Services	
Access to Software Updates	✓
Access to Software Upgrades	At Delivery
Remote SW Update/Upgrade assistance	✓
Hardware Services	
Hardware Warranty	✓
Advance exchange of parts	3 Business Days
Onsite Spare Parts ¹	Option

Remarks:

¹ Option available only for rentals of Equipment which duration equal or exceed one year.

All SLA Services are subject to conditions (see details in sections below).

ARTICLE 2. DEFINITIONS

Any capitalized term shall have the meanings as set forth hereunder.

- > **"Business Hours"** means 9AM to 6PM in the applicable time zone of the country from where the SLA Services are provided (EVS support center).
- > **"Dead-On-Arrival"** means the Equipment fails to function substantially in accordance with published specifications due to defects in manufacturing or materials on Customer premises at first start-up or after repair.
- > **"Covered Site(s)"** means the site(s) where the Equipment is located at the signature of this SLA as agreed between EVS and Customer.
- > **"Equipment"** means any and all software, hardware, including any components thereof which are subject to the present SLA and which are listed in (the annexes of) the applicable quote provided by EVS to Customer (which may include MI Equipment).
- > **"Hardware Warranty"** is the part of the Standard Warranty that concern hardware and is described in article 9.2 and following of EVS' General Terms and Conditions of Sale
- > **"MI Equipment"** means EVS Media Infrastructure hardware and software Products (Synapse, Neuron, Cerebrum & MediaInfra Strada).
- > **"Onsite Spare Parts"** means a comprehensive set of spare parts of critical hardware components that are available for Customer at the Covered Site at the conditions described in the present SLA, and which are communicated by EVS to Customer.

- > **“SLA Service Level”** means the SLA service level chosen by the Customer according to the applicable quote and invoice which contains a number of SLA Services exhaustively listed in the above SLA Overview and as further described below SLA Services Description.
- > **“Standard Warranty”** refers to the warranty provided with the Equipment and which components are set forth in the SLA Overview table and which is described in article 9 of EVS’ general terms and conditions of sale.
- > **“Software Update”** means a move from a software release to the next minor software release that is commercially released and generally made available by EVS in the form of an update (for example: 4.2 to 4.3), which typically offers bug fixes and some new functionality.
- > **“Software Upgrade”** means a move from a software release to a next major software release that is commercially released and generally made available by EVS in the form of an upgrade (for example: 4.2 to 5.0), which typically offers a significant change or major improvement over current software version.

ARTICLE 3. SUPPORT SERVICES

In the event of an Incident, and upon reporting of such Incident, EVS will use its commercially reasonable efforts to provide the SLA Services that are available under the applicable SLA Service Level according to the procedure and within the response time set forth hereunder it being understood that the conditions for SLA services provision listed below shall be met at all time.

1. ACCESS TO KNOWLEDGE BASE

Customer is granted access to EVS Knowledge Base which provides valuable information such as how to address common customer issues (FAQ), gain insight on broadcast industry, workflow optimization, instructional videos or articles, and others. The EVS Knowledge Base is reachable through the EVS Web Portal (or other means). In addition, Customer can subscribe to receive press releases, newsletters as well as notifications on useful information.

2. SUPPORT CHANNELS

Customer can submit an Incident to EVS support engineers

- for Severity Level 1 or 2, Incident through EVS Hotline and EVS Web Portal
- for Severity Level 3 Incident to EVS through EVS Web Portal only

Only the above channels might be used for these types of Incident in addition to EVS Mail for the follow-up thereof. EVS does not warrant any SLA Services required through other channels.

The SLA Services shall be provided through EVS Hotline, EVS Web Portal, Email and remote connection.

Conditions for above SLA service provision:

- > Customer’s representatives onsite that report and follow up the Incident shall have a good knowledge of Customer’s setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.

3. INCIDENT CASE/TRACKING (BY PRIORITY)

For each request by Customer for SLA Services, EVS will identify each discrete problem relating to a reported Incident with a unique “Case Number” for tracking purposes. Based on this Case Number, Customer will be allowed to follow the evolution and the treatment of the Incident through the EVS Web Portal. The Case Number will be updated on Business Days during Business Hours only.

Conditions for above SLA service provision:

- > Customer's representatives onsite that report and follow up the Incident shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.

4. 24/7 TELEPHONE SUPPORT (RESPONSE TIME)

Customer shall receive priority 24/7 telephone SLA Services through the EVS Hotline (English speaking), with access to EVS technical support service 24/7, 365 days a year. Customer can submit an Incident to EVS Web Portal and EVS Hotline for any Severity Level 1 or 2 Incidents. Customer can only submit Severity Level 3 Incidents via the EVS Web Portal.

As soon as the Incident has been duly reported by the Customer as described above, EVS shall use its commercially reasonable efforts to provide the SLA Services within 1 hour (it being understood that this only relates to the amount of time required to start providing the relevant SLA Services and is not time to restore).

The SLA Services shall be provided through EVS Hotline, Email and remote connection.

Conditions for above SLA service provision:

The response times are only applicable under SLA. Under the Standard Warranty only, there are no commitment on response times. Moreover, for MI Equipment under Standard Warranty, the EVS Hotline will be available during Business Hours only.

Upon request of EVS, Customer shall subsequently provide the following information:

- > contract ID;
- > name of the relevant contact persons of Customer in the case at hand and any required additional information (name, address, phone/fax number, e-mail address);
- > serial number and version of the relevant hardware and/or software;
- > description of the Incident and steps required to recreate the Incident;
- > identification of the Incident as a Severity Level 1, 2 or 3 (subject to EVS' approval thereof); and
- > any third party or other environmental information required to address the Incident.

5. SYSTEM HEALTH CHECK

EVS will perform a thorough review of Customer rented hardware and software.

EVS technical support engineers will assess Customer's platform by analysing system logs, database sizes and archive storage size and trace data to ensure customer is not experiencing configuration or bottleneck issues. The inspection includes an evaluation of servers, security, databases, licensing, versions, network and configuration.

The System Health Check will occur as follows at delivery.

ARTICLE 4. SOFTWARE SERVICES

1. ACCESS TO SOFTWARE UPDATES

As Software maintenance Updates become available, EVS will make such updates available (generally through remote download) to the Customer at no additional charge, provided that the related hardware initially purchased by Customer and software release version installed on the hardware of Customer can support them.

Conditions for above SLA service provision:

- > Customer shall follow Updates availability and keep its setup up to date with latest update version whenever possible and taking into account their setup complexity.
- > Customer shall ensure compatibility of the Software installed with other versions of EVS and third-party products.

2. ACCESS TO SOFTWARE UPGRADES

Access to Software Upgrades gives the right to use the latest software major release at no extra cost, at the time of the delivery of the Equipment.

Conditions for above SLA service provision:

- > Customer shall meet the Technical requirements prior to upgrading the software versions and ensure the compatibility with other EVS and third-party products.
- > Customer shall plan the support of EVS for installation, configuration and migration of the systems.
- > Customer shall order and install any required hardware upgrades and the professional services required for the Upgrade shall be paid by the Customer.

3. SOFTWARE UPDATE/UPGRADE ASSISTANCE (REMOTELY)

EVS may remotely assist Customer with timely Software Updates or Upgrades of the current version of Customer's Software that will correct identified problems, fix bugs or provide improvements in operation and will provide follow-up thereafter. Assistance needs to be planned and shall be scheduled during Business Hours.

Conditions for above SLA service provision:

- > Customer's representatives onsite in charge of managing the Software Update or Upgrade shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the intervention.

ARTICLE 5. HARDWARE SERVICES

1. *HARDWARE WARRANTY, ADVANCE EXCHANGE OF PARTS*

In the event that (i) hardware failures exceed the capacity of the Onsite Spares Parts provided under this SLA (if applicable), (ii) the Equipment is Dead-On-Arrival, and/or (iii) if deemed necessary by EVS, EVS will use its commercial reasonable efforts to ship a replacement hardware component to Customer at Customer's written request within three Business Days in "Advance Exchange" of reception of Customer's defective hardware component. If, for any emergency reason, part must be delivered faster, extra cost is at Customer's expenses. This service is available during regular local business hours. (if request made outside business hours through Hotline, the request is taken care of next Business Day).

All requests will be handled through the Customer support tool and visible on the EVS Web Portal by the Customer. All shipping information will be transmitted to the Customer to allow Customer to track his shipment.

Advance Exchange of hardware components includes labour and component costs for discrete identifiable serial numbered hardware components that contain serialized modules that can be shipped as a complete module. Advanced Exchange of hardware components does not cover wearable (consumable) components as defined by the hardware, nor does it provides troubleshooting, Software consulting or technical support coverage.

If a defective hardware component cannot be remedied through Advance Exchange, EVS shall at its sole discretion repair or replace any defective hardware component at one of its premises.

Conditions for above SLA service provision:

- > Customer shall use the appropriate mean of communication to contact EVS
- > Customer shall provide all information, serial number of the system, serial number and revision of the defective part
- > Customer's representatives onsite in charge managing the advance exchange shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the exchange.
- > Customer shall return the defective Hardware component to EVS in accordance with the EVS' return procedure as described in the terms and conditions.

2. *ONSITE SPARE PARTS*

Provided that Equipment is rented for a period that equals or exceeds one year, EVS shall make available Onsite Spare Parts for the Term of this SLA. The list of the Onsite Spare Parts is determined and communicated by EVS after that the configuration of the Customer's EVS system has been agreed and their value shall never exceed 2% of the related EVS system value. These Onsite Spare Parts shall be held by the Customer at the Covered Sites to ensure a faster intervention.

EVS shall retain right and title on these Onsite Spare Parts as long as they are not used by EVS or the Customer (subject to EVS' prior consent) for the purposes of the provision of the SLA Services. Each time an Onsite Spare Part is used, the Customer shall return the defective hardware component to EVS in accordance with the EVS' return procedure as described in the terms and conditions and EVS will subsequently ship a corresponding replacement hardware component to replenish the Onsite Spares list at EVS' own costs and risks.

Upon expiration or termination of this SLA, the Customer shall send back the Onsite Spare Parts that have not been used for the purposes of the provision of the SLA Services according to EVS' return procedure as described in the terms and conditions.

Conditions for above SLA service provision:

- > Customer shall inform EVS whenever a spare part is used.
- > This option is not applicable to the Dyvi and Neuron.

ARTICLE 6. ESCALATION PROCESS

EVS shall provide SLA Services as follows

- > EVS SLA Services are triggered through the reporting of the Incident by Customer to EVS, it being understood that:
 - Severity Level 1 and 2 Incident can only be reported through EVS Hotline; and
 - Severity Level 3 Incident can only be reported either through EVS Web Portal.
- > The first assistance is provided by EVS through EVS Hotline, EVS Web Portal or EVS Mail;
- > In the event that the above does not enable EVS to find a satisfactory solution to the reported Incident, EVS shall provide remote diagnostic access (i.e. VPN or other means agreed between EVS and the Customer);
- > In the event that the above does not enable EVS to find a satisfactory solution to the reported Incident, EVS shall provide Onsite Technical Intervention and/or specific hardware and/or software Assistance.

The above EVS assistance may be provided by a local partner of EVS for the provision of certain front-line SLA Services.

SECTION 4. SLA SERVICE DESCRIPTION FOR SAAS

SaaS covers all EVS services distributed in the form of a software accessible online via a subscription, or Pay-as-you-Go, and includes, without being limited to, the MediaHub, the XtraMotion and the C-Next. The provision of a SaaS by EVS to Customer automatically include the provision of SLA Services, which description is available herein.

ARTICLE 1. DEFINITIONS

Any capitalized term shall have the meanings as set forth hereunder.

- > **“Business Hours”** means 9AM to 6PM CET Time.
- > **“Change Request”** is a standard change, means a pre-approved change that is low risk and follows a standard known procedure.
- > **“Reference Period”** means 1-month period of SaaS delivered to Customer.
- > **“Request for Information”** means a request for advice, technical information, documentation or similar.
- > **“SaaS”** means Software as a Service which are subject to the present SLA and which are listed in (the annexes of) the applicable quote provided by EVS to Customer.
- > **“Service Availability”** means the ability of SaaS to perform to its agreed function when required.
- > **“Service Downtime”** means the amount of time during the Reference Period where SaaS is not operational.
- > **“Service Request”** is a request from the Customer for information, advice, a standard change, or access to an SLA Service.
- > **“Service Uptime”** means the expected time SaaS will be in operation during the Reference Period.

ARTICLE 2. SERVICE DESCRIPTION

1. SERVICE AVAILABILITY

SaaS will be available for Customer on a 24x7 basis except for maintenance windows or other scheduled maintenance interventions.

The target Service Availability for SaaS is 99.5% and it shall be calculated as follows for a given Reference Period:

$$\text{Service Availability} = \frac{\text{Service Uptime} - \text{Service Downtime}}{\text{Service Uptime}} \times 100\%$$

2. SERVICE MAINTENANCE

Maintenance includes but is not limited to adding/removing/replacing hardware on hub or network, bringing new devices online, patching devices, installing new/updated software on devices, etc. The service will be interrupted only if it is necessary.

The following types of interventions could take place:

Preventive Maintenance – Activities to avoid a predictable/known problem with deployed products or solutions.

Corrective Maintenance – Activities to resolve an existing product or solutions failure.

Any non-urgent maintenance request will be notified to the customer at least 5 days before the scheduled maintenance date.

Any urgent maintenance request will be notified to the customer 48 hours in advance. In any case, EVS is committed to making every reasonable effort to carry out the planned maintenance tasks at times with minimal impact to the Customer's operations.

Time for maintenance tasks is not accounted for in the Service Availability calculation.

ARTICLE 3. SERVICE MANAGEMENT

1. SUPPORT HOURS

Service Requests can be raised by Customer according to the following table:

Incident Severity Level	Support Contact Channel	Technical Support Coverage	Response Time Objective
Level 1 – High	EVS Web Portal AND EVS Service Desk	24x7	1H
Level 2 – Medium	EVS Web Portal	Business Hours	12H
Level 3 – Low	EVS Web Portal	Business Hours	< 24H

2. SUPPORT CONTACT

Support Contact Channels		
EVS Web Portal		viaportal.evs.com
EVS Service Desk	APAC	+852 3 008 14 65
	EMEA	+32 4 295 22 34
	NALA	+1 862 227 14 63
EVS Email		ServiceDeskEVS@evs.com

The SLA Services shall be provided through EVS Service Desk, EVS Web Portal and EVS Email, depending on the Severity Level of the Incident.

Customer can submit an Incident to EVS support engineers:

- > For Severity High Incidents, through EVS Service Desk and EVS Web Portal.
- > For Severity Medium or Severity Low Incidents, through EVS Web Portal.

Only the above channels might be used for these types of Incidents in addition to EVS Mail for the follow-up thereof. EVS does not warrant any SLA Services required through other channels.

3. SERVICE REQUEST HANDLING

EVS has defined three different types of service requests, so the Customer can interact with EVS Service Desk and get the proper response and follow-up depending on the type of request:

- > Incidents;
- > Change Requests;
- > Requests for Information.

4. INCIDENT MANAGEMENT

EVS delivers all SLA Services in a process-oriented framework that follows industry's standards and best practices, such as ITIL.

The main objective is to restore the services as soon as possible after an Incident. For this purpose, a specific process is followed when an Incident is reported:

1. **Acknowledge** – EVS Service Desk receives the Incident and acknowledges its reception by providing a Service Request reference to the Customer.
2. **Categorization** – The Service Request is classified into pre-defined categories to facilitate the investigation.
3. **Investigation and diagnosis** – The investigation process is started, and the reported Incident is compared to known behaviors to identify a potential root-cause.
 - a. **Escalation** – Depending on the complexity of the Incident, the case may follow a functional escalation path to continue with the investigation.
4. **Restoration*** – When possible, the Service Desk will directly take an action to restore the service.
5. **Resolution** – Once a solution is available it will be proposed to the Customer.
6. **Incident closure** – Upon confirmation from the Customer, the Incident is closed.

** Service Availability will resume once a workaround or resolution is available and services are restored.*

5. ESCALATION PROCESS

EVS shall provide SLA Services as follows:

1. EVS SLA Services are triggered through the reporting of the Service Request by Customer to EVS;
2. The first assistance is provided by EVS through EVS Service Desk or EVS Web Portal;
3. In the event that the above does not enable EVS to find a satisfactory solution to the reported Service Request, EVS shall provide Corrective Maintenance intervention.

The above EVS assistance may be provided by a local partner of EVS for the provision of certain front-line SLA Services.

ARTICLE 4. SERVICE PERFORMANCE

1. SERVICE MONITORING

EVS shall implement all measurement and monitoring tools and procedures necessary to measure, monitor, and report on the performance of the service at a level of detail sufficient to verify compliance with the SLA.

EVS shall notify the Customer if the level of performance during the term of the Contract is likely to or fails to meet any service performance measure.

2. SERVICE REPORTING

The service report provides a performance evaluation of an agreed period aimed primarily to assess the quality of the SLA Services delivered. EVS will provide a service report with performance review against Service Level targets on Incidents and analysis on the overall activities executed during the Reference Period.

Some of the KPIs covered in the service report are:

- ✓ Number of Service Requests per Type: Incidents, Change Request, RFI.

- ✓ Number of Incidents per Severity Level: High, Medium, Low.
- ✓ Service Performance on Response Time.
- ✓ Service Availability.
- ✓ Operational improvements and next steps.

When required, EVS will organize a meeting with Customer to discuss the performance, operational processes improvements or any other service concerns.

3. SERVICE CREDITS

This section is only applicable to MediaHub365 SaaS.

If the Service Availability falls below 99.5% during a Reference Period, the Customer has the right to claim compensation as follows:

Service Availability	Service Credits (% of monthly service fee)
100% – 99.84%	+3%
99.83% – 99.67%	+2%
99.66% – 99.51%	+1%
99.50%	Service Availability Target
99.49% – 99.33%	-1%
99.32% – 99.16%	-2%
< 99.15%	-3%

Compensation for Service Availability is not applicable in the following circumstances:

- > When an Incident is not detected by the Customer, or not reported to EVS as soon as it's been detected by the Customer.
- > Where Customer or a related third-party has caused or contributed to the outage (i.e., Customer's internet connectivity or Customer's firewalls, etc.).
- > When the unavailability is due to planned maintenance work.
- > The Service Availability target is not met because of a force majeure event.

During the processing period of the administrative formalities required to be carried out by the Customer in the event of intervention for restoration (by mutual agreement) shall not be computed as period of unavailability of the Service.

Service Availability will be calculated monthly and adjustments (service credits) of monthly service fees will be performed on a quarterly basis.

The total service credits applied during a SaaS year are capped at 15% of the total annual service fee.

ARTICLE 5. TERM AND TERMINATION

Article 13 of the General Terms and Conditions of Sale set forth the provisions applicable in terms of duration and termination of SaaS and related SLA services.

SECTION 5. TERMS AND CONDITIONS

ARTICLE 1. EXCLUSIONS

APPLICABLE TO BOTH SLA FOR EQUIPMENT AND SAAS

1. Without prejudice to other exclusions set forth in the SLA, and unless otherwise agreed in writing, the SLA Services do not cover:

- 1) damages, problems or defects arising as a consequence of:
 - a. earthquakes, storms, flood, hurricane, tornado or other acts of God, fire, electrical power surges, environmental contamination, war, explosions, riots, strikes, lock-out, hacking, theft, vandalism, misuse, neglect, acts of war or terrorism, or any other similar occurrences due to external influences;
 - b. faulty environmental conditions, including but not limited to, improper storage, insufficient, excessive, or irregular electrical power, defective air-conditioning, excessive heat or humidity, fire suppression systems, flood, water, wind or lightning;
 - c. computer viruses, failure in third party communication networks, or similar actions from third parties;
 - d. alterations, transformation or integration of the Equipment or SaaS without EVS' prior written consent;
 - e. faulty operation, abuse, mishandling, incorrect use, misuse, negligence of the Customer or any third parties relating to the Equipment or SaaS;
 - f. modifications or repairs caused by personnel other than EVS or EVS-approved personnel;
 - g. failure of the Customer to act as requested by EVS to ensure a state-of-the-art maintenance;
 - h. a problem or defect which occurrence cannot be repeated by EVS or the Customer;
 - i. transportation;
 - j. any fault in any associated equipment or accessories not provided by EVS.
- 2) SLA Services for equipment which is not specifically covered by the SLA;
- 3) third-parties hardware or software such as the operating systems of the Equipment or SaaS;
- 4) interoperability issues with third-parties hardware or software unless EVS has been specifically contracted to ensure such interoperability;
- 5) training relating to the Equipment or SaaS or to new equipment; and
- 6) commissioning of new equipment.

2. End-of-Support:

End-of-Support dates are published and updated from time to time on <https://evs.com/en/end-of-life-products>.

a) SLA Services for Equipment or SaaS which is covered by an SLA and for which End-of-Support has been declared during SLA initial term shall be provided as follows:

- > Support Services according to SLA giving priority to restoration,
- > Hardware Services on a best effort basis (replacement and repair of parts only if parts are still available in EVS inventory), and
- > Software Services are no longer applicable (no patch, no maintenance updated, no upgrades, only workaround will be provided if available).

b) SLA Services for Equipment or SaaS which is covered by an SLA but for which End-of-Support has been declared before SLA term renewal shall be provided as follows:

- > Support Services according to SLA giving priority to restoration,
- > Hardware Services on a best effort basis (replacement and repair of parts only if parts are still available in EVS inventory), and
- > Software Services are no longer applicable (no patch, no maintenance updated, no upgrades, only workaround will be provided if available).

3. Without prejudice to the foregoing, EVS may provide at its discretion SLA Services in case of the exclusion situations as mentioned above for a price to be determined by the Parties on a case-by-case basis.

ARTICLE 2. TERM AND TERMINATION

APPLICABLE TO SLA FOR PURCHASED EQUIPMENT ONLY

1. The SLA shall start on the Commencement Date as communicated by EVS to Customer and shall be effective for the initial term as defined in the applicable quote, which will be tacitly renewed for successive periods of one year (for a maximum total period of 5 years as from the delivery of the Equipment) unless a termination notice is sent by one of the Party at least 3 months prior to the applicable anniversary date of this Agreement (the initial term and any subsequent renewed terms thereof shall be referred to as the "Term(s)").

2. Either Party may terminate this SLA for cause due to a material violation by the other Party of any of the terms and conditions set forth herein that continues unremedied for thirty (30) days following registered notice to the defaulting Party. If EVS terminates for cause, the Customer will forfeit all prepaid fees for the remainder of the applicable Term. If the Customer terminates for cause, EVS shall refund to the Customer any prepaid fees for the period after the date of termination, nothing herein will prejudice either Party's other remedies at law or equity as may be limited in this SLA.

3. The SLA may be terminated by EVS with immediate effect upon the Customer's: (i) failure to pay the amounts due hereunder and failure to remedy such breach within thirty (30) days after written notification of such breach, (ii) filing of a petition in bankruptcy not dismissed within thirty (30) days; (iii) insolvency; (iv) making of an assignment for the benefit of creditors, or the entering into of any other arrangement having similar effect; or, (v) initiation of proceedings for the dissolution or liquidation of business operations.

ARTICLE 3. PAYMENT

APPLICABLE TO SLA FOR PURCHASED EQUIPMENT ONLY

1. The SLA Fees are proposed by EVS on basis of a SLA Services period of 5 years as from of delivery of the related Equipment. EVS reserves the right to propose increased SLA Fees should SLA Services be required for an effective SLA Services period of less than 5 years.

2. The SLA Fees are exclusive of any taxes, insurance and (import) duties and which shall be borne and paid by Customer.

3. EVS shall be entitled to adjust the SLA Fees under the following circumstances at its own discretion:

- 1) Change of Covered Sites: the Customer physically removes (part of) the Equipment from the Covered Sites and reinstalls (part of) the Equipment in a new physical location.
- 2) Additional equipment: if the Customer purchases additional equipment and wishes to add this equipment to the SLA.
- 3) Additional services: if the Customer wishes to include additional services to the SLA.
- 4) Extension: if this SLA is extended for additional year(s).

4. Without prejudice to other possible adjustment mechanisms, pricing presented for optional term of five (5) one-year periods will be subject to annual indexation by EVS in the month of the anniversary of the date of entry into force of the SLA, according to the following formula:

For SLA in EUR:

$$\text{Index}_N = [(0,8 \times \text{SPPI}_{N-1}/\text{SPPI}_{N-2}) + (0,1 \times \text{AT}_{N-1}/\text{AT}_{N-2}) + (0,1 \times \text{WS}_{N-1}/\text{WS}_{N-2})]$$

$$\text{SLA } P_N = \text{SLA } P_{N-1} \times \text{Index}_N$$

Whereby:

Year_N = the contractual year for which the price adjustment will be applicable;

Year_{N-1} = Year of the date of entry of the SLA, the contract year preceding Year_N;

Year_{N-2} = Preceding year of the date of entry of the SLA (Year_{N-1});

Index_N = calculated indexation to be applicable on Year_N;

SLA P_N = the adjusted SLA price in Year_N;

SLA P_{N-1} = the SLA price in Year_{N-1};

SPPI_{N-1} = the yearly average of "European Union - Services required by STS regulation (for the service producer prices indicator)" for Euro Area of the year of the date of entry into force of the SLA (in Year_{N-1}). Data available at

<https://tradingeconomics.com/european-union/services-required-by-sts-regulation-for-the-service-producer-prices-indicator-eurostat-data.html>;

SPPI_{N-2} = the yearly average of "European Union - Services required by STS regulation (for the service producer prices indicator)" for Euro Area of the year immediately preceding the date of entry into force of the SLA (in Year_{N-2});

AT_{N-1} = the yearly average of "Euro Area - Service producer prices: Air Transport" for Euro Area of the year of the date of entry into force of the SLA (in Year_{N-1}). Data available at <https://tradingeconomics.com/euro-area/service-producer-prices-air-transport-eurostat-data.html>;

AT_{N-2} = the yearly average of "Euro Area - Service producer prices: Air Transport" for Euro Area of the year immediately preceding the date of entry into force of the SLA (in Year_{N-2});

WS_{N-1} = the yearly average of "European Union - Service producer prices: Warehousing and Storage" for Euro Area of the year of the date of entry into force of the SLA (in Year_{N-1}). Data available at <https://tradingeconomics.com/european-union/service-producer-prices-warehousing-storage-eurostat-data.html>;

WS_{N-2} = the yearly average of "European Union - Service producer prices: Warehousing and Storage" for Euro Area of the year immediately preceding the date of entry into force of the SLA (in Year_{N-2});

If the Customer is established in Belgium, the following formula will apply instead of the above formula:

$$SLA P_N = SLA P_{N-1} \times [0,2 + 0,8 \times Index_N]$$

For SLA in USD:

$$Index_N = [(0,8 \times TS_{N-1}/TS_{N-2}) + (0,2 \times TW_{N-1}/TW_{N-2})]$$

$$SLA P_N = SLA P_{N-1} \times Index_N$$

Whereby:

Year_N = the contractual year for which the price adjustment will be applicable;

Year_{N-1} = Year of the date of entry of the SLA, the contract year preceding Year_N;

Year_{N-2} = Preceding year of the date of entry of the SLA (Year_{N-1});

Index_N = calculated indexation to be applicable on Year_N;

SLA P_N = the adjusted SLA price in Year_N;

SLA P_{N-1} = the SLA price in Year_{N-1};

TS_{N-1} = the yearly average of "Trade Services" for U.S. Bureau of Labor Statistics of the year of the date of entry into force of the SLA (in Year_{N-1}). Data available at <https://www.bls.gov/charts/producer-price-index/intermediate-demand-services-12-month-percent-change.htm>;

TS_{N-2} = the yearly average of "Trade Services" for U.S. Bureau of Labor Statistics of the year immediately preceding the date of entry into force of the SLA (in Year_{N-2});

TW_{N-1} = the yearly average of "Transportation and Warehousing Services" for U.S. Bureau of Labor Statistics of the year of the date of entry into force of the SLA (in Year_{N-1}). Data available at <https://www.bls.gov/charts/producer-price-index/intermediate-demand-services-12-month-percent-change.htm>;

TW_{N-2} = the yearly average of "Transportation and Warehousing Services" for U.S. Bureau of Labor Statistics of the year immediately preceding the date of entry into force of the SLA (in Year_{N-2});

The Index, for both SLA in EUR and SLA in USD, shall have a minimum CAP of 102% and a maximum CAP of 110%. Meaning:

- Should calculated Index_N ≤ 102%, then Index_N shall be equal to 102%, or
- Should calculated Index_N ≥ 110%, then Index_N shall be equal to 110%.

5. In any event, EVS shall provide for written amendment to the SLA setting forth the effective date of any changes and any subsequent adjustment to the Services Fees.

ARTICLE 4. WARRANTY

APPLICABLE TO BOTH SLA FOR EQUIPMENT AND SAAS

EVS warrants that it will, in providing the SLA Services, exercise reasonable skill and care in conformity with the normal standards to be expected of a competent professional providing comparable services.

ARTICLE 5. OBLIGATIONS OF THE CUSTOMER

APPLICABLE TO BOTH SLA FOR EQUIPMENT AND SAAS

The Customer shall:

- 1) use the Equipment or SaaS in accordance with the technical and environmental requirements as stipulated in the EVS specifications;
- 2) facilitate EVS' mission, such as providing all necessary information, free access to the Covered Sites, assisting the technician and providing all available means to allow a swift and accurate solution;
- 3) use every possible means to notify EVS about the nature of any Incident (e.g.: fax, e-mail, phone/voice message or other), in case it would encounter difficulties in reaching EVS;
- 4) where appropriate, adequately insure the Equipment against earthquakes, storms, flood, hurricane, tornado or other acts of God, fire, electrical power surges, environmental contamination, war, explosions, riots, strikes, lock-out, hacking, theft, vandalism, misuse, neglect, acts of war or terrorism, or any other similar occurrences due to external influences. EVS does not accept any responsibility to repair or replace Equipment under any of the foregoing circumstances;
- 5) ensure that it has and maintains a suitable virus protection as to ensure a proper system health of the Equipment or SaaS;
- 6) ensure that any SLA Services or any other services relating to the Equipment or SaaS are performed by EVS or EVS-approved personnel;
- 7) promptly install the updates made available by EVS;
- 8) provide EVS with a remote access (i.e. VPN or similar technologies) with no obstruction to the Equipment and/or to the Covered Sites in order to allow a proper Remote Access SLA Services, whenever requested by EVS;
- 9) if applicable - provide a safe and secure location for all parts, spares, equipment or materials which EVS stores in the Covered Sites;
- 10) refrain from soliciting or hiring any member of EVS' staff, for the purpose of offering alternate employment, either during the course of the SLA or within a two (2) years period thereafter, directly or indirectly through a third party, failing which an indemnity of EUR 25,000 shall be due without prejudice to EVS' right to claim additional compensations it being understood that general advertisement to which any member of EVS' staff respond shall in no event be deemed as a breach of the present section.

ARTICLE 6. LIABILITY

APPLICABLE TO SLA FOR EQUIPMENT ONLY

EVS shall use its commercially reasonable efforts to comply with its obligations under this SLA. To the maximum extent permitted by applicable law, and without prejudice to article 14 of the general terms and conditions of sale, EVS' exclusive liability and Customer's exclusive remedy for any and all claims in respect to this SLA shall be limited in aggregate to (i) 100% of the amount actually paid by the Customer for the SLA Fees under this SLA in case of SLA for purchased Equipment, or (ii) 50% of the amount actually paid by the Customer in the framework of the rental of Equipment (total rental fee) in case of SLA for rented Equipment.

ARTICLE 7. FORCE MAJEURE

APPLICABLE TO BOTH SLA FOR EQUIPMENT AND SAAS

If Customer terminates this SLA for force majeure in the meaning set forth in the general terms and conditions of sale of EVS, it shall be entitled to a credit for any amounts paid in advance to EVS on a pro rata basis.

A LITTLE BIT ABOUT EVS

/WE CREATE RETURN ON EMOTIONS

EVS is globally recognized as the leader in live video technology for broadcast and new media productions. Our passion and purpose are to help our clients craft immersive stories that trigger the best return on emotion. Through a wide range of products and solutions, we deliver the most gripping live sports images, buzzing entertainment shows and breaking news content to millions of viewers every day – and in real-time.

/WE PROVIDE SMART LIVE PRODUCTION SOLUTIONS

The year of our foundation in 1994, also marks the year of the introduction of our Live Slow-Motion system that has become the standard replay technology for all broadcast sporting events across the globe. We've maintained our industry-leading position over the years, building on our solid and reliable technological know-how and widening our product portfolio along the way. We now offer a full set of products and software-enabled microservices that respond well to the need for a more flexible approach to video production.

/WE INVEST IN OUR CLIENTS' FUTURE

We are committed to helping our clients grow as the industry evolves, and to deliver on this promise, we continue to invest in the latest technologies. Through our pioneering work in IP, AI & machine learning, we remain ahead of the curve, while ensuring our clients are empowered with smart and scalable solutions that produce the best live stories today and tomorrow.

/SET TO BECOME THE HEART OF THE LIVE ECOSYSTEM

Customer success is what keeps us on our toes. We aim to be our clients' trusted partner of change on the road to delivering faster highlights, stronger efficiency and higher creativity to their live video productions. We work hard to realize our vision which is to provide the heart of the live production ecosystem – an ecosystem where our clients can benefit from our Connected Live technology and Creative Live solutions that come together for the most engaging viewing experiences.

/THE MOST OUTSTANDING OFFICE SPACE IN BELGIUM

In 2018, EVS won the CBRE Office Space of the Year contest, which rewards the most attractive workplace in Belgium. Built in 2015, the HQ building located in Liège is a true representation of EVS' corporate culture, where employee wellness is put center stage thanks to its pleasant, inspirational and healthy working environment.

