



# EVS

## SLA SERVICE DESCRIPTION

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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 [EVS General Terms and Conditions of Sales](#) (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

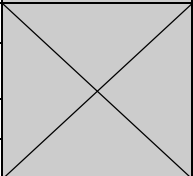
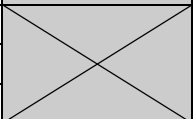
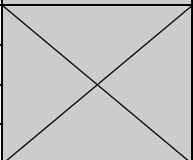
Any capitalized term shall have the meanings as set forth hereunder.

- > **"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 Hotline"** is a dedicated telephone line for SLA customers who need emergency support with a product or solution.
- > **"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 Web Portal"** is available on the EVS VIA Portal (<https://viaportal.evs.com/>).
- > **"Incident"** means an unexpected behavior. Incidents are classified in different Priority Levels depending on their nature.
- > **"Priority Level"** means Priority Level 1, 2 or 3 as defined hereunder.
- > **"Priority Level 1 - High"** or highest category of Priority 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.
- > **"Priority Level 2 - Medium"** or medium category of Priority 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.
  - > **"Priority Level 3 - Low"** or lowest category of Priority 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 services (Support Services, Hardware Services or Software 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 <sup>5</sup>
Access to Knowledge Base (Procedures, Tutorials, EOL)	✓	✓	✓
Incident Case/Tracking (by Priority)	Best Effort	✓	PRIORITY
24/7 Telephone Support (Response Time) <sup>1</sup>	✓	1 Hour	30 Min
Remote System Health Check <sup>2</sup>		1/year	4/year
Onsite Technical Intervention		3 Business Days	Next Business Day <sup>4</sup>
Technical Account Manager		[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 <sup>3</sup>		[Option]	✓
Hardware Upgrade (Same Generation - XT-Via & XS-Via)		[Option]	✓

#### Remarks:

<sup>1</sup> Telephone Support available only in Business Hours for Move I/O and Move UP.

<sup>2</sup> Item not available for Synapse.

<sup>3</sup> Item not available for Neuron.

<sup>4</sup> Next Business Day onsite technical intervention cannot be guaranteed in all areas. Please check with your account manager for more information.

<sup>5</sup> 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, which typically offers bug fixes and some new functionality. Software release numbering is product dependent, and a Software Update may be reflected differently for two different products (for example: in Product A from v4.2 to v4.3, and in Product B from v1.2.1 to v1.2.2).
- > **“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, which typically offers a significant change or major improvement over current software version. Software release numbering is product dependent, and a Software Upgrade may be reflected differently for two different products (for example: in Product A from v4.0 to v5.0, and in Product B from v3.2 to v3.3).

## 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. 24/7 SUPPORT CHANNELS

Company can submit an Incident to EVS via the following channels, available 24/7/365:

- EVS Hotline
- EVS Web Portal

Only the above Support Channels might be used to report Incidents and 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. OPERATIONAL TARGETS

Company shall have access to EVS technical support service 24/7/365 and receive priority 24/7 telephone SLA Services through the EVS Hotline (English speaking). Company can submit an Incident to EVS through the Support Channels.

- EVS Hotline is the required Support Channel for Priority 1 and Priority 2 Incidents, to guarantee a timely first response and operational engagement.

As soon as the Incident has been duly reported by the Company as described above, EVS shall use its commercially reasonable efforts to provide support 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):

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

*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.
- > For Move I/O and Move UP under Standard Warranty or SLA, 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 Priority 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 the Customer.

The Remote System Health Check will occur as follows depending on the chosen SLA Service Level:

Service Level	Frequency
Premium	4x/Year
Advanced	1x/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 INTERVENTION

In the event that EVS' diagnostic through Support Channels (including remote connection) indicates that an onsite intervention is required. Upon mutual agreement with Customer, EVS will use its commercially reasonable efforts to provide this Onsite Technical Intervention by EVS qualified engineer within:

Service Level	Timing
Premium	Next Business Day* (From T0**)
Advanced	3 Business Days (From T0**)

\* Next Business Day onsite intervention cannot be guaranteed in all areas. The intervention timing shall be thus confirmed by EVS to the Customer.

\*\* T0 (time to send someone on site) is the moment when EVS and Customer agree 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 quoted separately.

## 7. TECHNICAL ACCOUNT MANAGER

EVS shall assign an EVS member of the personnel to follow up on the provision of SLA Services.

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

- ✓ Oversee service delivery and guarantee service performance:
  - Proactive monitoring of service performance vs SLA KPIs.
  - Engage to facilitate the Incident Management process, setting proper priority, and operational context.
  - Orchestrate coordinated actions in Incident resolution.
  - 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, 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 plan According to Change Management process.
  - Secure communication plan with all stakeholders.
  - Lead customer communication during intervention execution, providing accurate status information.
- ✓ Ensure continual service improvement.



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*Conditions for above SLA service provision:*

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- > Provided that Customer has subscribed to a Premium SLA whose yearly amount is above or equal to 215KUSD/195KEUR 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.

## 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 for a new feature.

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*Conditions for above SLA service provision:*

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- > No response times are applicable.

## 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.

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*Conditions for above SLA service provision:*

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- > 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.
- > Customers with FLEX Licenses are entitled to have access to Updates as SLA Software Services are included in the FLEX License model.

### 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.
- > Customers with FLEX Licenses are entitled to have access to Upgrades as SLA Software Services are included in the FLEX License model.

### 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, 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)<sup>1</sup> 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

<sup>1</sup> 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.

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.

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.

## **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 the 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.

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*Conditions for above SLA service provision:*

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- > 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 Company to EVS through the available Support Channels, in the case of an emergency (Priority 1), EVS Hotline 24/7 is the required Support Channel.
- The first response is provided by EVS Local Support through the available Support Channels, according to the Priority Level. EVS shall acknowledge the reception of the Incident, execute the initial assessment to confirm the requested Priority, the Asset(s) involved and start the investigation.
- If available, EVS Local Support shall provide a workaround. Otherwise, EVS shall trigger a functional (technical) escalation from Local Support to next Support tiers.
- The maximum level of escalation in Support is Global Support Tier 3.
- Incidents may be escalated to Tier 4 (R&D) to find a resolution at product or solution level.
- In the event that the Support Channels do not enable EVS to find a satisfactory solution to the reported Incident, EVS shall request remote diagnostic access (i.e. VPN or other means agreed between EVS and the Company) or, provide upon mutual agreement, 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 PURCHASED MOG BRANDED EQUIPMENT (HARDWARE AND SOFTWARE)

### ARTICLE 1. DEFINITIONS (AS USED IN THIS SECTION)

1. "Documentation" mean user guides, reference manuals, installation materials and other written materials relating to the Product(s) which EVS provides to Customer.
2. "Hardware" means the computer and/or other equipment specified on the Order Form. The Hardware may contain refurbished parts.
3. "Software" means all software, in object code only, listed on the Order Form and provided by EVS to Customer hereunder, together with all firmware, technology contained in circuit boards, EVS-authorized updates, replacements or modifications provided to Customer. The Software may include software licensed to EVS by third parties.
4. "Product" means an integrated hardware/software system furnished to Customer by EVS and comprised of the Hardware and/or Software and related Documentation.
5. "Support Services" shall be subject to the terms and conditions of this Agreement.
6. "Service Request" is a question submitted by Customer's location described in the Order Form ("Customer location") to EVS' Support team.

### ARTICLE 2. SUPPORT SERVICES

1. EVS or an appointed EVS authorized Partner ("EVS Support team") will provide Support Services to Customer in association with the Product described in the Order Form.
2. Within the scope of the Support Services, Customer is entitled to trigger Service Requests as defined below:
  - 2.1. A Service Request is one question submitted at Customer's location to EVS' Support team related to:
    - 2.1.1. Installation and use of the Product;
    - 2.1.2. Additionally, and notwithstanding the above, EVS shall provide guidance in solving unforeseen problems related to the Product;
3. EVS shall assist Customer (but not any third-party) in locating and correcting problems with the Product, and in correcting errors, mistakes, problems or defects in the Product.
4. In case the Support Request involves identification of Errors, the Customer will provide EVS the necessary information to replicate the problem. In the event that EVS requests to perform tests to the Product at Customer's premises, the parties shall agree on a date, up to a maximum of 30 days starting at the Support Request date. In this event, Customer shall be present in person or shall appoint competent employees therefore, which are authorized to evaluate and decide upon defects, enhancements of functions, lack of functions as well as changes to Software structure. Customer shall provide prompt help and assistance to EVS to replicate the problem. In case it is not possible to replicate the problem the Service request will not be considered as a Product Defect.



5. EVS will use commercially reasonable efforts to promptly respond to a Service Request. Support Services are available from Monday to Friday, from 9AM. to 6PM from Portugal time zone (0 GMT). Portuguese public holidays are excluded.
6. EVS makes no warranties that EVS will be able to provide a resolution to all Service Requests by Customer for Support Services. EVS reserves the right to determine when it has reached the limit of its ability to respond to a request for Support Services (including but not limited to withholding information that EVS designates in its sole discretion as proprietary and not for disclosure with Customer).
7. The Service Request must be reported by creating a new request on EVS Web Portal. Customer shall receive a reply to his request before the next 2 (two) working days.
8. Customer shall notify EVS in writing of any Product Defects or associated documentation immediately thereafter any such defect is discovered.

## 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 includes 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 Priority 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	<a href="https://viaportal.evs.com">viaportal.evs.com</a>	
EVS Service Desk	APAC	+852 3 008 14 65
	EMEA	+32 4 295 22 34
	NALA	+1 862 227 14 63
EVS Email	<a href="mailto:ServiceDeskEVS@evs.com">ServiceDeskEVS@evs.com</a>	

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

Customer can submit an Incident to EVS support engineers:

- > For Priority High Incidents, through EVS Service Desk and EVS Web Portal.
- > For Priority Medium or Priority 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 Priority 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%
<b>99.50%</b>	<b>Service Availability Target</b>
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) Non-production environments (such as labs, development, staging or validation setups) shall be covered in business hours only.
- 4) third-parties hardware or software such as the operating systems or virtualization software of the Equipment or SaaS;
- 5) interoperability issues with third-parties hardware or software unless EVS has been specifically contracted to ensure such interoperability;
- 6) consumables such as cables, SFP modules and others;
- 7) training relating to the Equipment or SaaS or to new equipment; and
- 8) commissioning of new equipment.

#### 2. End-of-Life Policy:

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

SLA Services for Equipment or SaaS which is covered by an SLA beyond End-of-Support date 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 updates, no upgrades, no security patches or security updates, 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. A new SLA shall start on the Commencement Date as communicated by EVS to Customer and shall be effective for the initial term either [1] as defined in the applicable quote, [2] upon Customer's formal acceptance of the

Equipment or [3] upon commercial use of the Equipment, whichever comes first. The SLA term 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. A modification, normally addition of Equipment, to an existing SLA shall start immediately.
3. For SLA renewals, the start date of the new term shall be the next calendar day to the previous term end date.
4. 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.
5. 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 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:

$$\text{Index}_N = \text{SPPI}_{N-1} / \text{SPPI}_{N-2}$$

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

Whereby:

Year<sub>N</sub> = the contractual year for which the price adjustment will be applicable;

Year<sub>N-1</sub> = Year of the date of entry of the SLA, the contract year preceding Year<sub>N</sub>;

Year<sub>N-2</sub> = Preceding year of the date of entry of the SLA (Year<sub>N-1</sub>);

Index<sub>N</sub> = calculated indexation to be applicable on Year<sub>N</sub>;

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 "Service Producer Prices (SPPI)" by Eurostat for European Union – 27 Countries (from 2020) of the year of the date of entry into force of the SLA (in Year $_{N-1}$ ). Data available at [https://ec.europa.eu/eurostat/databrowser/view/sts\\_sepp\\_q/default/table?lang=en&category=sts.sts\\_os.sts\\_os\\_pp](https://ec.europa.eu/eurostat/databrowser/view/sts_sepp_q/default/table?lang=en&category=sts.sts_os.sts_os_pp;);

SPPI $_{N-2}$  = the yearly average of "Service Producer Prices (SPPI)" by Eurostat for European Union – 27 Countries (from 2020) 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:

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

For SLA in USD:

$$\text{Index}_N = \text{TS}_{N-1} / \text{TS}_{N-2}$$

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

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 $_{N-1}$ ;

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 $_{N-2}$ );

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 $_N \leq 102\%$ , then Index $_N$  shall be equal to 102%, or
- Should calculated Index $_N \geq 110\%$ , 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, including the security updates and patches for, and not limited to, operating systems and virtualization software;
- 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.

## ARTICLE 8. PROFESSIONAL SERVICES

### *APPLICABLE TO BOTH SLA FOR EQUIPMENT ONLY*

If Customer orders any Professional Service in the scope of this SLA or as a standalone service, it shall be delivered within the following conditions:

1. A work-day of Professional Services (On-site Support, Commissioning, Testing, etc.) shall be limited to a maximum of 8 hours per day. Any additional hour shall be charged as an extra day.
2. Customer shall trigger the Professional Service request with a minimum of 1-month notice period. Excluding interventions to restore Incidents classified as Priority 1.
3. Last-minute changes, within 1-week of the agreed date, may have an impact on the availability of EVS to deliver the service and, in case of no availability from EVS personnel, a new date shall be defined and agreed for the execution of the Professional Service.
4. Customer remains responsible for the operations of the Equipment.



# 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.

