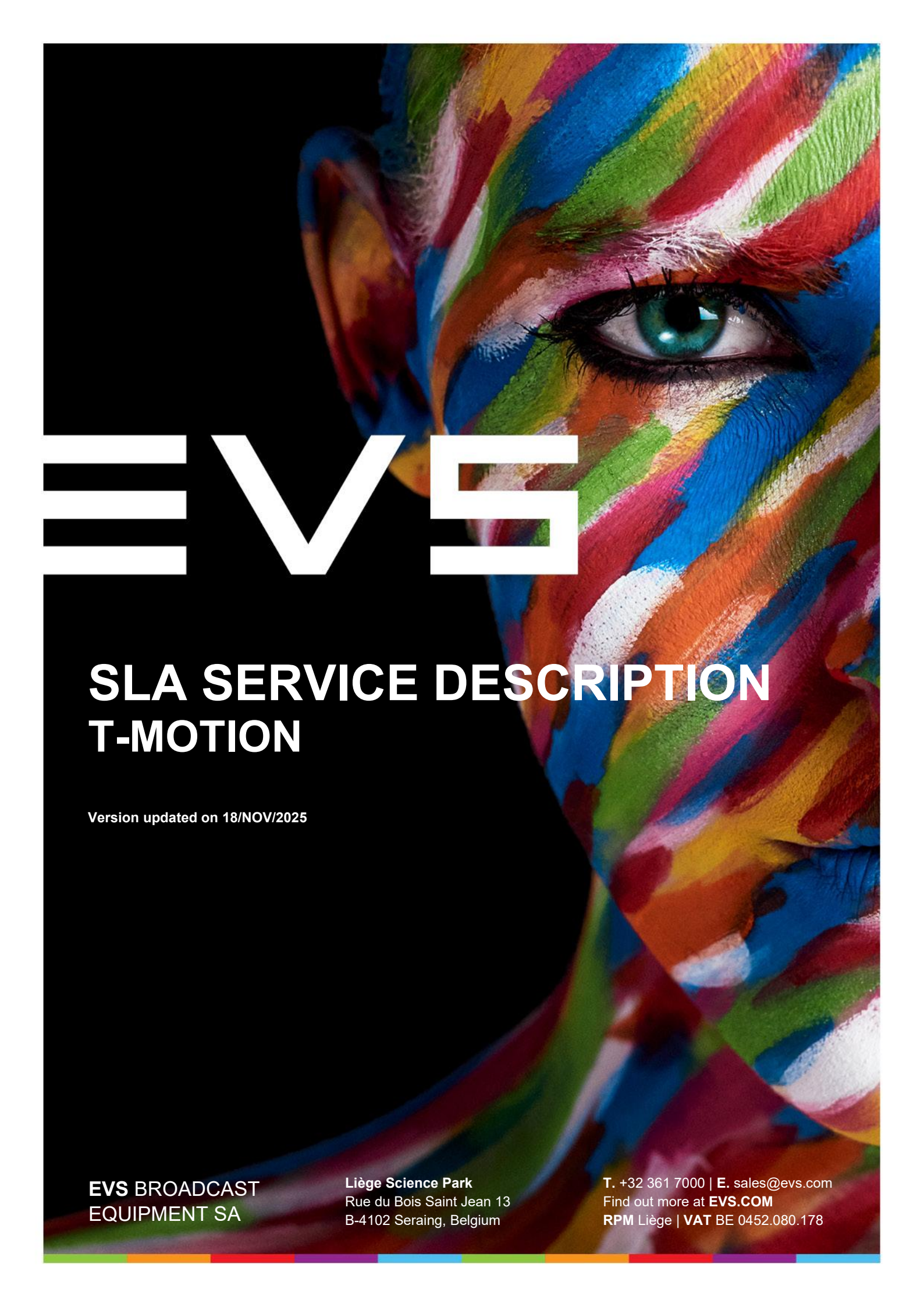




EVS

SLA SERVICE DESCRIPTION T-MOTION

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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, Telemetrics LLC and XD Motion SAS ("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 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.

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:

		No Warranty / No SLA	Standard Warranty	Advanced Service Level	Premium Service Level
Support Services					
EVS Web Portal Access	Support Portal – Incident Tracking	×	✓	✓	PRIORITY
	Download Area	Restricted	✓	✓	✓
	Learning Center	✓	✓	✓	✓
	Knowledge Base	✓	✓	✓	✓
EVS Hotline Support (Response Time) ¹		×	Best Effort	1 Hour	30 Min
Remote System Health Check		×	×	1/year	4/year
Preventive Mechanical Maintenance		×	×	Once every 3 years	Once per year
Technical Account Manager ²		×	×	[Option]	✓
Product Change Request		×	×	✓	PRIORITY
Onsite Technical Intervention		×	×	3 Business Days	Next Business Day
Software Services					
Alerts about Updates and Upgrades		✓	✓	✓	✓
Access to Software Updates		×	✓	✓	✓
Access to Software Upgrades		×	×	✓	✓
Remote SW Update/Upgrade Assistance		×	✓ ³	✓	✓
Hardware Services					
Hardware Repair/Replacement		×	✓	✓	✓
Advance Exchange of Parts		×	×	3 Business Days	Next Business Day
Onsite Spare Parts		×	×	[Option]	✓

✓= Included ×= Not Included

Remarks:

¹ Limited to extended Local Business Hours from 08h00 to 22h00 (APAC – Singapore/Australia, EMEA – Belgium, NALA – NJ, US).

² Specific conditions in the service description below are applicable.

³ Limited to Software Updates only.

Disclaimer: A transition period during 2026 for SLA Service delivery is foreseen, 2027 is the target to have all service components full active.

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.
- > **"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
- > **"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. SUPPORT REPORTING CHANNELS

Company can submit an Incident to EVS via the following (the “**Support Reporting Channels**”), channels:

- EVS Hotline (English speaking)
- EVS Web Portal

it being understood that EVS Hotline is the required Support Reporting Channel for Priority 1 and Priority 2 Incidents, to guarantee a timely first response and operational engagement.

Only the above Support Reporting 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 the following Support Channels (the “**Support Channels**”) EVS Hotline, EVS Web Portal 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.

2. 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.

3. OPERATIONAL TARGETS

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	via EVS Hotline	Response within 30 min
Advanced	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.
- > 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.

4. 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.

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 (in a remote session) 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.

6. PREVENTIVE MECHANICAL MAINTENANCE

This service component is designed to ensure the continued reliability, performance, and safety of EVS products deployed in broadcasting environments. As a proactive service, it reduces the risk of mechanical failures and operational downtime by performing scheduled inspections, adjustments, and part replacements directly at the customer's location.

The activities normally covered, but not limited to, are:

- Scheduled on-site visit, according to the SLA Service Level:

Service Level	Frequency
Premium	Once per Year
Advanced	Once every 3 Years

- Mechanical Inspection and Calibration.
- Lubrication and Cleaning.
- Component Replacement and Adjustment.
- Performance Testing and Report.

7. ONSITE TECHNICAL INTERVENTION

In the event that EVS' diagnostic through Support Channels (including remote connection) indicates that an onsite intervention is required, then 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 onsite 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 travel & expenses costs of the qualified engineer are not included and shall be quoted separately.

8. 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.

Conditions for above SLA service provision:

- > Provided that Customer has subscribed to an SLA whose yearly amount is above or equal to 215KUSD/195KEUR. TAM is available for Advanced Service Level as an optional service component and for Premium Service Level is included.
- > 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.

9. 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.

Conditions for above SLA service provision:

- > 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.

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.

ARTICLE 5. HARDWARE SERVICES

1. HARDWARE REPAIR/REPLACEMENT, 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 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.

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.

Service Level	Advanced Exchange of parts - Timing
Premium	Next 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.

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

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 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.

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 is the required Support Reporting 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. TERMS AND CONDITIONS

ARTICLE 1. EXCLUSIONS

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 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;
 - 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;
- 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 to new equipment; and
- 8) commissioning of new equipment.
- 9) Any relocated equipment must be owned by the original purchaser.
- 10) The (Extended) Warranty and/or SLA is NOT transferable to a second party unless approved in writing by EVS.

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 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. TRAVEL & EXPENSES

1. Travel is based on 'door to door' transit time and is billed at 100USD or 100EUR per hour. For intercity trips, travel hours are per the selected airline/train itinerary (as printed in the reservation), plus an additional 5 hours is added

to every trip to cover transit time to and from the airport/train station. Final itinerary and cost must be approved by both EVS and Customer.

2. Travel related expenses are not included in the quote and will be invoiced once incurred. Expense invoices may include, but are not limited to:
 - a) Transportation Expenses (where applicable) = Invoiced at actual Cost (airfare booked at Coach Rate, Airport Transportation, Rental Car, Mileage, Fuel, etc.).
 - b) Lodging (where applicable) = Invoiced at actual Cost (lodging booked at Business Rates).
 - c) Per Diem Expenses = 130USD or 103 EUR flat rate charge for meals.

ARTICLE 3. TERM AND TERMINATION

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 Warranty/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 4. CANCELLATION AND RETURN POLICY

1. All product returns are subject to approval by EVS T-Motion management; request must be made within 30 days of delivery, and a 15% restocking fee will be applied.
2. Returned products must be in original factory condition.
3. Cancellation of any order that has completed system test in the factory will be subject to a 15% restocking fee.
4. Freight, on-site commissioning, and travel-related expenses are non-refundable. Customer is responsible for return freight charges.
5. Custom orders, including curved track sections, are non-returnable.

ARTICLE 5. PAYMENT

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:

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

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

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 "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;
- 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%.
-
6. 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.
 7. Customer is responsible for all wire fees and other transaction charges for both sender and recipient.
 8. Freight charges are never included.
 9. Customer is responsible for all taxes, customs/duties, fees.
 10. Delinquent accounts will be charged interest at a rate of 1.5% per month on the balance due. Customer will be responsible for any court or attorney fees associated with collections on past due accounts.

ARTICLE 6. WARRANTY

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 7. OBLIGATIONS OF THE CUSTOMER

The Customer shall:

- 1) use the Equipment 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;
- 6) ensure that any SLA Services or any other services relating to the Equipment 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.
- 11) Equipment should be returned to EVS in original or adequate packing material.
- 12) For Hardware Services, Customer will be responsible for shipping equipment to and from EVS.
- 13) Customer must not have relocated the equipment without first having informed EVS.

Customers may be asked to participate in press release, case studies, user reports, or other marketing activities.

ARTICLE 8. LIABILITY

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 9. FORCE MAJEURE

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 10. PROFESSIONAL SERVICES

Pre-requisites and conditions related to this SLA coverage:

1. System Installation:
 - a) Customer, reseller, or Systems Integrator is responsible for installation and cabling; Equipment installation from EVS is NOT included in system commissioning unless explicitly stated.
 - b) Customer is required to have all equipment installed and cables run before EVS personnel arrive on-site for commissioning and training.
 - c) Customer will be invoiced 1800USD or 1455EUR per day for unplanned installation work performed by EVS, plus expenses.
 - d) Ethernet hubs/switches and cables are not included and should be provided locally.
2. System Commissioning:
 - a) Commissioning is required for most EVS Systems. Commissioning includes, but is not limited to the following services:
 - i. Verification of proper operation, remote interface protocols, and system fine tuning.
 - ii. Balancing of camera/lens/teleprompter.
 - iii. Setting of "soft limits" to define allowable range of motion.
 - iv. Ensuring track sections are properly joined.
 - v. Operational Training.
 - b) Commissioning work can be scheduled around on-air production times. Weekends, holidays, night shifts, and on-site time over 8 hours per day will be billed at 1.5 times the normal rate.
3. Lens Modifications:
 - a) Lenses requiring modification (as noted in quote) need to be shipped to the EVS factory.

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.

