SAAS SLA SERVICE DESCRIPTION

1. 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).
- "**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.
- "**Commencement Date**" is the start date for any SLA Service commitment as communicated by EVS to Customer.
- "**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 Service Desk unless the Parties decide otherwise.
- "**EVS E-Mail**" consists of the following e-mail address: support@evs.com and shall be used only for follow-up of an Incident.
- "**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.
- "**EVS Web Portal**" is available on the EVS VIA Portal (https://viaportal.evs.com/).
- "**Incident**" means an unexpected behavior. Incidents are classified in different Severity Levels depending on their nature.
- "**Reference Period**" means 1-month period of SaaS delivered to Customer.
- "**Request for Information**" means a request for advice, technical information, documentation or similar.
- "**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.
- "**Severity Level**" means Severity Level 1, 2 or 3 as defined hereunder.
  - "**Severity Level 1 - High**" or highest category of Severity Level is where an Incident results in the complete failure of SaaS leaving it unusable and inhibiting Customer's business operation with no convenient workaround immediately available. Severity High Incident must be reported through EVS Web Portal and EVS Service Desk.
  - "**Severity Level 2 - Medium**" or medium category of Severity Level is where an Incident results in the failure of a major feature or function of SaaS leaving it severely restricted and affecting Customer's business operation with a convenient workaround immediately available. Severity Medium Incident must be reported through EVS Web Portal and EVS Service Desk.
  - "**Severity Level 3 - Low**" or lowest category of Severity Level is either (i) where an Incident results in the failure of minor feature or function of SaaS 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 SaaS. Severity Low Incident can only be reported through EVS Web Portal.
- "**SLA**" means the terms and conditions of SLA available at https://evs.com/sites/default/files/terms_and_conditions_of_sla.pdf , the present SLA Services description combined with quote and information sent by EVS to the Customer and the general terms and conditions of sale available at https://evs.com/sites/default/files/general_terms_and_conditions_of_sales.pdf.
- "**SLA Services**" means the SLA services relating to SaaS, provided by EVS under this SLA.

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:

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

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.

3. SERVICE MANAGEMENT

1. Support Hours

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

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

2. Support Contact

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

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

Customer can submit an Incident to EVS support engineers:

- For Severity High Incidents, through EVS Service Desk and EVS Web Portal.

- For Severity Medium or Severity Low Incidents, through EVS Web Portal.

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

3. Service Request Handling

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

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

4. Incident Management

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

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

1. **Acknowledge** – EVS Service Desk receives the Incident and acknowledges its reception by providing a Service Request reference to the Customer.

2. **Categorization** – The Service Request is classified into pre-defined categories to facilitate the investigation.

3. **Investigation and diagnosis** – The investigation process is started, and the reported Incident is compared to known behaviors to identify a potential root-cause.

    a. **Escalation** – Depending on the complexity of the Incident, the case may follow a functional escalation path to continue with the investigation.

4. **Restoration**[*] – When possible, the Service Desk will directly take an action to restore the service.

5. **Resolution** – Once a solution is available it will be proposed to the Customer.

6. **Incident closure** – Upon confirmation from the Customer, the Incident is closed.

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

5. Escalation Process

EVS shall provide SLA Services as follows:

1. EVS SLA Services are triggered through the reporting of the Service Request by Customer to EVS;

2. The first assistance is provided by EVS through EVS Service Desk or EVS Web Portal;

3. In the event that the above does not enable EVS to find a satisfactory solution to the reported Service Request, EVS shall provide Corrective Maintenance intervention.

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

4. SERVICE PERFORMANCE

1. Service Monitoring

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

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

2. Service Reporting

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

Some of the KPIs covered in the service report are:

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

- ✓ Number of Incidents per Severity Level: High, Medium, Low.

- ✓ Service Performance on Response Time.

- ✓ Service Availability.

- ✓ Operational improvements and next steps.

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

3. Service Credits

This section is only applicable to MediaHub365 SaaS.

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

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

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

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

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

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

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