



SLA SERVICES DESCRIPTION

1. SLA OVERVIEW

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

	Advanced	Premium
Support Services		
Access to knowledge Base	•	•
Support during Office hours	•	•
Incident case/tracking (by priority)	•	•
24/7 telephone support	1 h	30'
Remote System health check	1/year	4/year
Onsite technical intervention	72 h	24 h
Technical account manager	Option	•
Software Support		
Access to software updates	•	•
Alerts about updates	•	•
SW update/Upgrade assistance (Remotely)	•	•
Software Upgrades	•	•
Hardware Support		
Advance exchange of parts	3 Business day	1 Business day
Free Replacements of parts	•	•
Hardware Upgrade (Same generation) - XT-Via and XS-Via	Option	•
Onsite spare parts	Option	•

* Remark: the « Onsite Technical Intervention » and « Technical Account Manager » services are subject to conditions (see sections 3.6 & 3.7 below).



2. DEFINITIONS

Any capitalized term not defined in the remainder of this SLA shall have the meanings as set forth hereunder.

- “Office Days” means Monday to Friday except for Customers located in the Middle East for which the Office Days mean Sunday to Thursday.
- “Office Hours” means 9AM to 6PM in the applicable time zone of the Covered Site.
- “Commencement Date” is the date as communicated by EVS to Customer.
- “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.
- “EVS Hotline” is available 24 hours a day, 7 days a week.
EVS Hotline consists of the following phone numbers:
 - Within EMEA region: +32495284009;
 - Within NALA region: +001973-575-2121;
 - Within APAC region: +852 2201 1599.Assistance will be provided in English through EVS Hotline unless the Parties decide otherwise.
- “EVS E-Mail” consists of the following e-mail address: support@evs.com and shall be used only for follow-up of an Incident.
- “EVS Web Portal” is available on <https://myservices.evs.com>.
- “Incident” means Severity Level 1, 2 or 3 Incident depending on its nature.
- “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.
- “Severity Level” means Severity Level 1, 2 or 3 as defined hereunder.
- “Severity Level 1” is where an Incident results in the complete failure of the Equipment or a business-critical function of the Equipment leaving it unusable and inhibiting Customer’s business operation with no convenient workaround immediately available. Severity Level 1 Incident can only be reported through EVS Hotline.
- “Severity Level 2” 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 no convenient workaround immediately available. Severity Level 2 Incident can only be reported through EVS Hotline.
- “Severity Level 3” 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. Severity Level 3 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.
- “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 Services” means the SLA services provided by EVS under this SLA depending on the SLA Service Level chosen by the Customer.
- “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.
- Software Updates: a move from a software release to the next minor software release that is commercially released and generally made available by EVS in the form of an update (for example: 4.2 to 4.3), which typically offers bug fixes and some new functionality.
- Software Upgrades: means a move from a software release to a next major software release that is commercially released and generally made available by EVS in the form of an upgrade (for example: 4.2 to 5.0), which typically offers a significant change or major improvement over current software version.



3. OVERALL SUPPORT SERVICES

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

1. Access to Knowledge base

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

The EVS Knowledge Base is reachable through the EVS Web Portal 24/7 excepting during server maintenance periods.

In addition, Customer can subscribe to receive press releases, newsletters as well as notifications on useful information.

2. Support during Office Hours

During Office Hours, Customer can submit an Incident to EVS support engineers

- for severity level 1 or 2, Incident through EVS Hotline only
- for severity level 3 Incident to EVS through Web Portal

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

EVS (mandated) support engineers who will follow the Incident during Office hours. The SLA Services shall be provided through EVS Hotline, 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 Office Days during Office Hours only.

Conditions for above SLA service provision:

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

4. 24/7 Telephone SLA Hotline Service

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

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



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

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

Conditions for above SLA service provision:

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

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

5. Remote System Health Check

EVS will perform a thorough review of customer existing hardware and software through VPN connection in order 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 analysing system logs, database sizes and archive storage size and trace data to ensure customer is not experiencing configuration or bottleneck issues. The inspection includes an evaluation of servers, security, databases, licensing, versions, network and configuration.

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

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

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

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

6. Onsite Technical Interventions

In the event that EVS' diagnostic through other support means (including remotely) indicates that an onsite intervention is required, EVS shall send an EVS qualified engineer onsite.

EVS will use its commercially reasonable efforts to provide this Onsite Technical Intervention within:

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

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

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

Conditions for above SLA service provision:



- *Customer shall guarantee access to the Equipment with no obstruction during any intervention;*
- *Customer's representatives onsite in charge of managing the onsite intervention shall have a good knowledge of Customer's setup and workflow and shall be fully available to assist EVS whenever required during the troubleshooting.*

7. Technical Account Manager

Provided that Customer has subscribed to a Premium SLA whose yearly amount is above or equal to 150K\$/135KEUR or has bought this option to his Advanced or Premium SLA, EVS shall assign a dedicated EVS member of the personnel to follow up on the provision of SLA Services as well as all related pending Incidents, issues and requests.

EVS' Technical Account Manager ("TAM") shall aid customers in delivering upon their overall business strategies, while providing direct oversight and regular communication in a proactive approach to overcome challenges and reduce issues. The TAM will maintain updated documentation and knowledge, as it pertains to the customer's system, workflows, & general technical support needs. TAM shall be available during Office Hours. EVS reserves the right to change TAM, at its own discretion, whenever necessary.

Conditions for above SLA service provision:

- *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*
 - o *When TAM requests action, Customer must have ability to provide and coordinate appropriate steps.*

4. SPECIFIC SOFTWARE ASSISTANCE

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 Office Hours.

Conditions for 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.*

5. SPECIFIC HARDWARE ASSISTANCE

1. Advance exchange of parts, repair or free replacement parts

In the event that Hardware failures exceed the capacity of the Onsite Spares Parts provided under this SLA (if applicable), and if deems necessary, EVS will use its commercial reasonable efforts to ship a replacement hardware component to Customer at Customer's written request on the next Office Day (in case of Premium SLA) (subject to availability) or within three Office 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 Office Day).

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

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

Support Service Level	Timing
Premium	3 Office Days
Advanced	1 Office Day

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 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.

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



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 are determined and communicated by EVS after that the configuration of the Customer's EVS system has been agreed and their value shall never exceed 2% of the related EVS system value. These Onsite Spare Parts shall be held by the Customer at the Covered Sites to ensure a faster intervention.

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

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

Conditions for above SLA service provision:

- *Customer shall inform EVS whenever a spare part is used;*
- *This option does not concern the "Dyvi" Product which is excluded and shall be handled separately.*

6. ESCALATION PROCESS

EVS shall provide SLA Services as follows

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

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