APPENDIX A: GENERAL TERMS & CONDITIONS FOR SUPPORT AND MAINTENANCE SERVICES

The following Terms of Service ("Terms" or "Agreement") and its appendices is made between ATEME (hereinafter “ATEME”) and the Customer who has executed the Purchase Order (“Customer”).

This Agreement serves to define the terms and conditions under which ATEME will deliver Support Services to the Customer, as detailed herein and based on the selected Support Option.

The Support and Maintenance Services provided by ATEME to the Customer are exclusively governed by these General Terms and Conditions for Support and Maintenance Services, the relevant system description, and, where applicable, any supplementary written agreements.

The Customer acknowledges having read, understood, and agreed to comply with the terms of this Agreement.

ATEME and the Customer shall be individually referred to as a “Party” and collectively as the “Parties”.

1. DEFINITIONS

The terms with a capital set forth below shall have the following meaning:

“**Business Day(s)**” shall mean any day except: (i) Saturdays and Sundays and (ii) any public holidays in France and in the specific country set forth in “Annex A: Support Options and SLA”.

“**Business Hour**” shall mean 9:00 a.m. to 6:00 p.m. on Business Days.

“**Cold Spares**” shall refer to hardware not in use in Customer’s network or in production which shall be used solely to repair the System. Such hardware shall be properly stored by the Customer on its Site.

“**Corrective Maintenance**” shall mean the corrective maintenance services to be carried out by ATEME, under the terms and conditions of the Agreement and more particularly Article 4 below, to put the System back into functioning state.

“**Issue**” shall mean a defect or malfunction of the System.

“**Hardware Upgrade**” shall mean any modification or upgrade of the hardware by ATEME and/or Third-Party Supplier that materially changes the efficiency or functional capability of the System.

“**Incident**” is an unplanned service disruption, or a reduction in service quality caused by a an Issue occurring on the System.

“**Major Software Upgrade**” shall mean any Software Upgrade for which the **Major** number of the Software Version have been incremented.

“**Minor Software Upgrade**” shall mean any Software Upgrade for which the Major number of the Software Version stays unchanged.

"Purchase Order" is a document issued by the Customer to ATEME that specifies the requested services, including the duration, descriptions, and proposed prices, as agreed with ATEME and in accordance with this Agreement.

"Quote" refers to the written proposals provided by ATEME, specifying the pricing, scope of services, the selected Support Option and other relevant commercial terms applicable to the Support Services or any other deliverables under this Agreement.

"**Remote Access**" shall mean provision by Customer to Supplier of a direct, tunneled or virtual private network access (with a Windows and a Linux 64-bit client) to the System, including, but not limited to, passwords, system information, addressing plan, high bandwidth and OSI Layer 2 or 3 connectivity.

"**Remote Maintenance**" shall mean a maintenance performed through a Remote Access using Internet to connect to the System.

"Repair Time" shall mean the duration between reception of the faulty hardware in our repair center and the shipment of the repaired hardware.

"**Response Time**" shall mean the duration between ATEME receives the Customer's information via the ATEME's support portal or by phone that an Issue has occurred and the confirmation by ATEME that such Issue has been taken into consideration. If the Customer consider that an Issue is Critical, phone calls shall be required to ensure the SLA response time that is described in ANNEX A.

"**Restoration Time**" shall mean the duration of time taken from an Incident being raised by the Customer to the System recovery by means of a correction, a corrective procedure, or a workaround. A system is considered restored when it is back to running order even if using a work around or hot fix or switching to a back up during off hours.

"**Severity**" shall mean level associated to an Incident following consideration (i) on the impact of such Incident over the System or Customer information system and (ii) the context governing the occurrence of the Incident and/or the stated evolution of the Incident. Severities are defined as follows:

- "**Critical**" when the System is down, a major function is unavailable, or a critical interface fails.
- "**Major**" when the System operation, maintenance or administration is seriously affected, but it does not have an impending effect on System availability. Major cases include data corruption, connectivity problems, supervision breakdown, lack of device redundancy or unacceptable performance.
- "**Minor**" when it does not significantly impair the functioning of the System and doesn't significantly affect services to end users. Minor Issues include for instance error messages that are not affecting performance, problems for which a workaround exists or ergonomic issues with no impact on current operations.

"**Site**" shall mean the specific geographic location at which the Customer uses the System. For each System, the corresponding Site is designated in 0

"**Software**" shall mean the software licensed to the Customer by ATEME, which is part of the System. A Software consists in a computer program or compilation of data that is fixed in any tangible medium of expression or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device.

"Software Release" shall mean a set of changes that adds new enhancements and bug fixes to a Software.

"**Software Versions**" shall mean a unique set of numbers designating a Software Release. The meaning of these numbers is defined as following:

- the **Major** number changes only when the Software Release brings a major improvement that leads to better performances or that provides a new technology breakthrough.
- the **Minor** number changes when a set of features is added to the Software.
- the **Maintenance** number changes when the only modifications applied on the Software are bug fixes.

By convention, the Software Version is noted as follows: Major.Minor.Maintenance.

"**Software Update**" shall mean any Software Release for which the Major and Minor numbers of the Software Version stays unchanged.

"**Software Upgrade**" shall mean any Release for which the Major andc Minor numbers of the Software Version have been incremented.

“**Support Options**” shall mean the option(s) that has to be chosen by Customer for each of its Site. ATEME propose different options which are described in ANNEX A: Support Options and SLA.

“**Support Services**” shall mean the System support provided as set forth in Article 4.4 and the Corrective Maintenance provided as set forth in Article 1, based on the Support Option(s) chosen by Customer.

“**System**” shall mean the combination of software and hardware acquired by Customer from ATEME and a set of operating conditions as referenced in” Annex C: Supported System Description” and to be supported by ATEME according to the terms of the Agreement.

“System Delivery” is defined as the provision of the System and the related professional services if any. This encompasses, but is not restricted to, a minimum of one of the following elements: Software, licenses, hardware, deployment.

“**Third-Party Supplier**” shall mean a company other than ATEME that builds products or components which are part of the System licensed or sold by ATEME.

“**Workaround**” means an alternative way of using the Software or System that avoids the occurrence of a known Incident or otherwise reduces its impact, or a temporary change to the Software or System that when implemented either avoids or eliminates the occurrence of the Incident or otherwise reduces its impact.

2. PURPOSE OF THE AGREEMENT

ATEME agrees to provide to Customer, and Customer agrees to receive from ATEME, for the duration of the Agreement, in accordance with the terms and conditions thereof, the Support Services specified herein based on the selected Support Option for the System identified in “0

3. DURATION

3.1 START DATE AND INITIAL DURATION. The start of Support Services (hereafter the “Start Date") outlined in this Agreement is triggered upon the acceptance of System Delivery by the Customer. The System Delivery is considered as accepted if at least one of the following conditions is met: (1) the System moved to production, (2) the System Delivery has been completed and formally accepted by the Customer, (3) notification of completion of System Delivery has been sent by ATEME and no response has been received from the Customer within a 30 day- period,(4) the acceptance of the System Delivery has been postponed for more than 90 days due to Customer’s failure to deliver its part of the project.

The Support Services Agreement will continue to be in force for an initial time period as specified in the corresponding Purchase Order unless it is terminated in accordance with this Agreement (the “Initial Term”).

3.2 RENEWAL. Before the expiration of the “Initial Term”, the initiation of the renewal for a one-year term (the "Renewal Term") is triggered upon ATEME receiving the purchase order from the Customer, matching a renewal quote, before its expiry.

As stated in Article 9.2, termination of this Agreement by either party requires sending a written notice via email with acknowledgment of receipt, at least three (3) months before the completion of the Initial or Renewed Term. If termination is requested by the Customer after the expiration of the Term, ATEME will be entitled to receive the support fee for the period between the expiration date and three months after the termination request. Payment for any invoices related to this provision is due within 30 days from the date of the invoice.

4. SUPPORT SERVICES

ATEME shall provide Support Services at the following conditions when they correspond to the selected Support Options:

4.1 TECHNICAL SUPPORT. ATEME shall provide technical support for any question, Issue or Incident related to the System and notified to ATEME's Support team by Customer personnel. ATEME Technical Support consists of:

- investigation, diagnosis, verification of problem replication, root cause analysis,
- escalate and liaise with ATEME's R&D as necessary,
- put in place all reasonable means to resolve Issues encountered on the System
- perform any modification to the System aimed at correcting any Incident or Issue, including Software Updates (when included in the Support Option).
- resolve hardware Malfunctions of the System that require repair or replacement through the Return Merchandises Authorization ("RMA") process as defined in "Annex B: Return And Warranty Policy Statement" (when included in the Support Option).

4.2 PROCEDURE. Technical Support shall be provided in accordance with the following procedure:

4.2.1 CONTACT ATEME SUPPORT – The Customer's representative shall contact ATEME Support organization via the support platform ("Service Desk"), by e-mail or by phone.

4.2.2 LOGIN – In order to contact ATEME Service Desk, Customer is given a login and password. Customer can ask for additional accounts by contacting the Service Desk.

4.2.3 SERVICE DESK WEBSITE – Access to The Service Desk is provided via Website: https://myateme.atlassian.net/servicedesk (note that ticket assignment operations are only duing Business hours of that region)

4.2.4 TICKET CREATION - Upon notification by Customer of a problem on the System, a ticket number is created by ATEME. Customer and ATEME will reference such ticket number when communicating together.

4.2.5 CLASSIFICATION OF ISSUES OR INCIDENTS. ATEME and Customer representative shall classify the issue in accordance with the level of severity – Critical, Major, Minor. This severity may be reviewed and changed by ATEME after first qualification.

4.2.6 RETURN MERCHANDISE AUTHORIZATION. ATEME and Customer representative shall determine if the issue is Hardware related. If this is the case, ATEME shall authorize the return of the concerned goods.

4.3 SERVICE HOURS. the Support Services shall be provided between 9:00am and 6:00pm on Business Days. These service hours may be extended in accordance with the Support Option selected by Customer.

4.4 SERVICE LEVEL AGREEMENT. Response Time and Restoration Time shall be within the maximum values defined by the selected Support option in Annex A.

4.5 LANGUAGE – The Support Services is provided by the Service Desk in English.

4.6 ON-SITE SUPPORT. In case of a Critical Incident for which remote support is not enough to fix the problem, and subject to Customer's selected Support Option, ATEME shall dispatch an expert on Site in order to recover the system by means of a correction, a corrective procedure, or a workaround.

ATEME may also provide On-Site support for a fee upon request from the Customer. In that case, or if ATEME determines that the Issue has been caused by any circumstances, acts or omissions covered by an exclusion sets out in section 7. On-Site support shall be invoiced, including Charges for travel, accommodation and catering.

In any case, On Site Support is subject to Customer's agreement.

After any On-site Support Services performance, ATEME shall prepare a report which shall detail any Issue of the System as well as of any Corrective Maintenance performed in order to put the said System back into operating condition.

4.7 HARDWARE REPAIR OR REPLACEMENT. ATEME shall provide hardware repair or replacement within the maximum Repair Time based on the selected Support option. Upon reception of the defective hardware, ATEME shall analyze the hardware material in order to define whether a repair or a replacement shall be applied.
All spare parts used for repairs shall be provided either on a "*standard exchange*" basis (i.e. the parts being refurbished to a condition that is in all relevant respects similar to that of new parts) or as new parts. General Terms of the RMA are described in the "Annex B: Return and Warranty Policy Statement".
The support period of a replaced component shall not be extended beyond the support period of the original component.

4.8 ADVANCE REPLACEMENT. Subject to the Support Option selected by Customer, ATEME shall ship a replacement part for defective parts of the System one (1) Business Day after the hardware repair has been authorized. Defective products shall be returned in their original packaging and the carton shall include all the original components including cables.
If the returned product does not comply with these replacement terms, the replacement part will remain invoiced.

4.9 SOFTWARE UPDATE AND MINOR UPGRADES. ATEME shall make available to the Customer, free of charge in case of bugs, new Software Updates and Minor Upgrades that include all available bug fixes.

ATEME undertakes to deliver Bug fixes via Software Updates at most one (1) year after the related Software Upgrade initial availability. After this period, bug fix deliveries may be subject to Software Upgrades.

4.10 MAJOR SOFTWARE UPGRADES. Any Major Software Upgrade license and installation service are subject to an additional fee, even when it is required for bug fix delivery.

4.11 INSTALLATION OF SOFTWARE UPDATE AND MINOR UPGRADES. Subject to the Support Option selected by Customer, ATEME shall perform the installation of Software Updates and Minor Upgrades for free when they are justified by a bug fix delivery.

If the Customer refuses to perform installation of Software Updates of Software Upgrades for troubleshooting purpose in the conditions stated in this section, ATEME shall be entitled terminate the provision of Support Services for the concerned Software without prejudice to any other rights or remedies. However, ATEME may decide to make reasonable efforts to continue to provide Support Services in relation to such Software, but ATEME shall not provide the Customer with any warranty nor SLA (if any) in relation to the concerned Software. The ATEME's liability shall not be engaged for this courtesy support.

4.12 SUPPORT OF SYSTEM CONFIGURATION Subject to the selected Support Option, ATEME shall maintain a file describing the System configuration. This document shall contain the following information:
- System lineup,
- ATEMEs & Customer's contacts,
- IP address mapping,
- settings of each equipment,
- System change history,
- BOM,
- System input description.

Every change on the System shall be recorded in this document by the technical staff who performed the operation whether he is ATEME or Customer employee.

4.13 SERVICE PERFORMANCE REVIEWS. Subject to the Support option selected by Customer, the Parties shall carry out review meetings to follow up on the performance, availability, quality and results of the Support Service twice (2) a year. In case agreed Response Time timescales are not met, the Parties shall mutually agree in good faith how to raise the service level back to the agreed level. If Parties are not able to solve the situation, the issue shall be escalated to the management level of the Parties. These regular review meetings shall also provide information to Customer regarding upcoming or planned new product(s) and useful information. These meetings are dependent on the Customer's schedule and it is Customer's responsibility to schedule with Ateme,

4.14 INTEROPERABILITY ASSISTANCE. Subject to the Support option selected by Customer, ATEME may assist Customer with any interoperability issues encountered with third party equipment which performance may be tied to Ateme Product settings or characteristics; It could be, without being limited to, decoding devices, CDN, conditional access systems. This assistance shall be provided on a best effort basis, and may include:
Evaluation. Customer may ask ATEME to perform interoperability tests with the decoders of Customer's potential clients. In this case Customer shall procure the concerned device or 3rd party software for ATEME. ATEME shall evaluate interoperability with the Software and report any issues encountered.
Bug Fixes. In case an interoperability issue is encountered, ATEME shall be committed to fix all issues coming from a non-compliance of the ATEME products with the applicable standards (audio, video, system & transport).

- Settings optimization. When the interoperability issue is not related to a standard's compliance issue, ATEME will use its best effort to determine those ATEME products settings if any of these is likely to fix the interoperability issue.

4.15 NAMED TECHNICAL SUPPORT CONTACT: Subject to the Support Option selected by Customer, ATEME shall appoint a member of its technical staff with the responsibility to ensure the continuity of the relationship with Customer. This nominative contact shall maintain specific knowledge of ATEME's technical environment and project history.

4.16 24/7 SUPPORT. To assist you in resolving any Critical Issues arising on a production system, based on the chosen Support Options, Ateme can provide 24h/7telephone support. This involves granting direct access to an Ateme support engineering. Support includes classification of the problem and service restoration or mitigation if possible.

4.17 SYSTEM HEALTH AND UPTIME REPORTING. To help the Customer in evaluating the health and reliability of the system, Ateme can deliver a report focusing on the system resource consumption, the usage metrics, and the uptime KPI. System health and Uptime reporting is subject to the Support Option selected by Customer,

4.18 YEARLY MAINTENANCE UPDATES. If the system has to follow the permanent evolutions of the cloud infrastructure, ATEME can update the system with new Software Releases at least every year. Yearly maintenance updates are subject to the Support Option selected by Customer,

4.19 ASSISTANCE IN NEW SOFTWARE RELEASE TESTING. Since Ateme and Customer have to sustain a constrained rhythm of system software updates, ATEME proposes to assist the Customer in designing a customized staging plan, maintaining Customers staging environment, performing new release acceptance tests in Customers staging environment. This assistance is subject to the Support Option selected by Customer,

4.20 JOINED TROUBLESHOOTING w/CLOUD PROVIDER. In some cases, a large portion of the troubleshooting phase will consist in identifying which party is at stake in the root cause analysis. On top of this root cause analysis done jointly with cloud providers, and when the root cause is clearly established to be on the cloud provider, ATEME is also committed to identify workarounds, and support the cloud provider in continuing investigations, providing data, logs or metrics. This joined troubleshooting w/Cloud provider is subject to the Support Option selected by Customer.

5. CUSTOMER RESPONSIBILITIES

Customer shall actively cooperate with ATEME in order for ATEME to deliver optimal Support Services. In this respect, Customer shall ensure, but not limited to the following:

5.1 SITE MAINTENANCE. Customer shall maintain the Site and the environment in which the System operates (including, without limitation, temperature and humidity control, power quality, LAN's, wide area networks, Internet connection, hardware, fire protection and any other security aspects) in a condition suitable for the operation of the System.

5.2 PHYSICAL ACCESS TO THE SITE. Customer shall provide ATEME, at its request, with prompt and unencumbered access to the System, the Site, as necessary in connection with the provision of the Support Services, during Service Hours and if necessary, beyond Service Hours.

5.3 SYSTEM AVAILABILITY. Customer shall make the System available to use without restriction for Support Services, including for use in training of Customer's employees and for development of diagnostic tools in accordance with a reasonable schedule.

5.4 TELEPHONE AND INTERNET ACCESS. Customer shall provide to any On-Site ATEME expert telephone and Internet accesses, and any other services or materials reasonably required by such expert.

5.5 SYSTEM MONITORING. Customer shall monitor the System and immediately inform ATEME when a problem occurs. The Support Services are triggered only upon Customer's request.

5.6 SYSTEM BACKUPS. Customer shall determine and ensure the implementation of and compliance with any back-up and disaster recovery plans and procedures adequate for Customer's particular needs. Customer shall ensure regular adequate and full back-ups of its data. ATEME shall not be liable in case of loss of data due to an Issue.

5.7 DOCUMENTATION MAINTENANCE. Customer shall document changes in the configuration and in the hardware and/or software environment of the System in one accessible writing file provided to ATEME.

5.8 EXTERNAL NETWORK ACCESS FOR THE REMOTE MAINTENANCE. Customer agrees to provide and maintain at the Site at its own expense a suitable Internet connection in order for ATEME to obtain access to the System through ATEME's Remote connection for performing the Support Services.

5.9 INFORMATION GATHERING FOR DEBUGGING PURPOSE. Customer shall take all reasonable measures for determining, limiting and documenting Errors and Malfunctions. Customer shall provide ATEME with System protocols/logs and memory stats, all input and output data required, intermediate results and test results in relation to the relevant Issue, as well as any other documents suitable for illustrating the Issue.

5.10 CUSTOMER RESPONSIVENESS TO A SOLUTION – In the case that ATEME provides a Software Update, Upgrade or a Workaround that aims to solve the Issue (a "Solution"), Customer will give SUPPLIER feedback about the implementation of the Solution within seven (7) days. If Customer provides for a satisfactory feedback or does not give feedback within fifteen (15) days, SUPPLIER will consider the Solution as permanent, definitive and accepted, the ticket as solved and will close it. In this case, SUPPLIER will no longer dedicate any resource to the Error.

5.11 PURCHASE OF SPARE PARTS. Service Support is subject to Customer purchasing a sufficient amount of Cold Spares. Customer shall also be responsible for storing the corresponding spare parts and making them accessible for maintenance. If the Cold Spares are supplied by ATEME (Depending on support offering), they shall remain ATEME's ownership until their price, (including associated expenses such as delivery costs), have been fully paid by the Customer to ATEME. It is understood that Customer could be asked to perform some simple hardware replacement under the remote guidance of ATEME Support personnel.

5.12 QUALIFIED PERSONNEL. Customer shall require its technical personnel, operators, and administrators to become trained personnel in order to obtain sufficient technical understanding of the ATEME Products and context of then-current operation procedures. The Customer shall work to prevent the opening of duplicate support tickets to ATEME concerning the same issue. Tickets can only be opened by trained personnel.

If Customer does not comply with the obligations stated in this Article, ATEME shall not be liable for any damage, loss or claim arising from the System and/or any damage to the System and in those circumstances ATEME shall not provide the Customer with any warranty with respect to the installed System and the related Support Services. Any service provided by ATEME resulting from or connected with failure to comply with the obligations stated in this Article shall be charged by ATEME in addition to the Support fees for the Support Services, in accordance with ATEME's current rates.

6. END OF SUPPORT

ATEME shall send an end of sale notice minimum thirty (30) days before any product reaches its end of sale. ATEME can provide support and maintenance for the products at least during one (1) year after the end of sale. ATEME shall take all reasonable measures to ensure bug fixing and continued supply of components for repair or replacement of hardware components in order to meet the support requirement for the above stated period. In the case of obsolescence of one or more components and the inability of ATEME to maintain an appropriate hardware stock for spares, the Customer and ATEME shall jointly define the most appropriate action.

ATEME cannot guarantee that the Third-Party Supplier will support the hardware for the full duration of this Agreement. Should a Third-Party Supplier decide to end support on hardware or to substantially increase its related prices, ATEME shall inform Customer and shall propose to Customer a Hardware Upgrade for an additional fee. Should the Customer refuse such proposal, ATEME shall be entitled to either (i) refuse to renew the Agreement with respect to such hardware or (ii) partially terminate the Agreement with respect to such Hardware, with a fifteen (15) day prior written notice. The payments may be reviewed on *a pro rata* basis and shall be paid by Customer according to the agreed payment terms after such termination takes effect.

7. EXCLUSIONS

7.1 Support Services shall not include the following:
Any service in relation to any software or equipment or operating conditions other than those specified in "0 Supported System Description".
support for moving or relocating the System to a different location.
Custom programming and performance testing services.
Modifications to Products that would be detrimental to compliance with published or globally-adopted interoperability standards.
Professional Services like Installation, configuration, and integration services related to change requests, training, cabling and racking.
Asset management and migration.
On-site support for non-critical incidents, including installation of hardware or software;
Support for beta versions delivered for demo purpose.

7.2 Support Services shall not include any service due to the following:
Customer's failure to fulfill any of its obligations or commitments under this Agreement.
any damage due to any alteration or improper use, hacking, handling, repair, or maintenance of the System by third party, Customer or its representatives
extensions made to the System by Customer or anyone other than ATEME
any event of *force majeure* or any other cause beyond ATEME's reasonable control including, without limitation, any strike, fire, explosion, flood, natural disaster or deterioration of a building, howsoever caused.
any Support Service made impossible or unduly costly because of the unavailability from suppliers or manufacturers or refusal of sale or supply by the said suppliers or manufacturers of spare parts and/or any software service.

any Support Service request for a malfunction, fault or any problem which is, in fact, not caused by an Error or a Malfunction of the System.

7.3 Only Errors / Malfunctions that can be reproduced by ATEME shall be taken into consideration under the conditions of the Agreement. In the event of a non-reproducible Error / Malfunction, ATEME shall make its best commercially reasonable efforts to propose a Workaround to Customer according to the Service Option selected and to resolve such non-reproducible Malfunction / Error.

7.4 It is Customer's responsibility to subscribe with any qualified third-party, at its own cost, any maintenance, including corrective and evolutionary maintenance, support or assistance services needed for any software, hardware, including software or equipment required for the proper functioning of the System, and any elements other than those specified in "0 Supported System Description".

8. PRICE AND TERMS OF PAYMENT

8.1 PRICE OF SUPPORT SERVICE. The price to be paid by Customer for the Support Services shall be mentioned in ''Annex D: Price and payment terms".

TERMS OF PAYMENT. Unless otherwise agreed, Customer shall pay, at the beginning of each the Term, the total amount of the Support Services price invoiced by ATEME, plus the corresponding VAT, within thirty (30) calendar days from the date of the invoice. In the event of late payment, ATEME reserves the right to suspend the Support Services and/or cancel any of its outstanding obligations until payment by Customer of past dues invoices.

8.2 INFLATION ADJUSTMENT
At the beginning of each calendar year, the payments under the SLA will be adjusted to account for the impact of inflation since the execution of the SLA. This adjustment will be based on the worker inflation rate as defined and reported by the revised Bureau of Labor Statistics Consumer Price Index for all items and Major Group Figures for All Urban Consumers (referred to as the "Index"), or any other mutually acceptable index agreed upon by both parties.

Inflation adjustment for countries outside the North American region will be based on a specific index determined by ATEME from official institutional sources in good faith. This index, referred to as the "Inflation Adjustment," will be used to calculate the necessary adjustments for all payments due to ATEME for the Support and Maintenance services (referred to as the "SLA").

9. DEFAULT – TERMINATION

The Agreement may be terminated:

9.1 By an agreement in writing signed by the Parties;

9.2 By either Party, in each year, by email with acknowledgment of receipt, at least three (3) months before the completion of the Initial or Renewed Term;

9.3 Either Party may terminate this Agreement at any time if a Party commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the default from the other Party. In case of a termination pursuant to this paragraph, no reimbursement of Support Service fees previously paid shall be done.

9.4 If the Customer wishes to re-subscribe to Support Services after having terminated the Support Services for all or part of the System to benefit again from some or all of the Terminated Services, the Customer shall pay reactivation fees corresponding to the Support Services fees that would have been paid by the Customer for the period of interruption.

10. LIMITATION OF LIABILITY

10.1 Customer acknowledges that the System contains third parties software programs from which ATEME has obtained distribution or licensing rights and Customer hereby expressly waives any liabilities or obligations that such third parties may have, or ATEME may have, in case of indirect, special,

consequential, exemplary, punitive or incidental damages suffered by the Customer, regardless of how arising, regardless of the cause of action, in tort, contract or otherwise, and regardless of whether advised beforehand of the possibility of such damages.

10.2 ATEME shall not be responsible to Customer or for any loss of data, loss of profit, loss of revenue, loss of business or loss of goodwill, business interruption as well as for any indirect or unforeseeable damages arising out of the Agreement. ATEME shall not be liable to the Customer for cumulative direct damages greater than the amount of the Support Service fees having then actually been paid by the Customer to ATEME. Customer and in the name and on behalf of its insurers, releases ATEME from all obligations, liability, claims, or demands relating to the Agreement in excess of the limitation provided for in this section 10.2. The provisions of the Agreement have been negotiated and allocate the risks between the Parties. The amounts paid under the Agreement by the Customer reflect such allocation of the risk and the limitation of liability which results from it, which the Parties acknowledge as being non-derisory.

10.3 Any cause of action arising out of or related to the Agreement must be brought by the claiming party no later than one (1) year after the cause of action has occurred.

11. CONFIDENTIALITY

11.1 Either Party acknowledges that the information to be supplied and disclosed upon execution of the Agreement shall contain Confidential Information in which either Party has an interest as the owner.

11.2 Confidential Information" shall mean any data, information or documents, whether in tangible or intangible form, proprietary and maintained in confidence by either Party, included but not limited to: (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases; (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies; (iv) any trade secrets, plans for products or services, and Customer or supplier lists; (v) any other information that should reasonably be recognized as Confidential Information by either Party ; regardless of whether such documents, information or other materials provided by either Party have been tagged as "Confidential.

11.3 Confidential Information shall not be disclosed to any third party without the other Party's prior written consent. Either Party shall not use, disclose or transfer Confidential Information except to its employees (i) whose access is necessary to perform this Agreement and (ii) who have agreed in writing to be bound by provisions no less restrictive than those set forth in this Article 10 prior to disclosure. In any case, Either Party shall remain fully responsible vis a vis the other of the respect by its employees of such confidentiality.

11.4 This Article 11 shall survive any termination or expiration of the Agreement and shall continue for a five (5) year period thereafter.

12. WARRANTY AND DISCLAIMER

ATEME warrants to Customer that the Support Services shall be performed by highly trained experts in a competent and professional manner in accordance with the applicable laws.

Customer's sole remedy for breach of the foregoing warranty shall be ATEME's re-performance of the non-conforming work.

ATEME shall promptly re-perform any Support Service that was not in compliance with the above warranty provided that Customer notifies ATEME of, and adequately documents, such non compliance.

13. NON-SOLLICITATION

The Customer undertakes not to hire directly or through a third party, any employee of ATEME whatever is its specialty, and whether the initial solicitation is made by the employee or not. Such undertaking shall be applicable for the duration of this Agreement and an additional duration of twelve (12) months. In the event that the Customer does not comply with this undertaking, it agrees to indemnify ATEME, especially for its selection and recruitment expenses, its training costs, the damages resulting to its personal reputation, for the post-hire disorganization caused or the commitments already made by ATEME that its cannot thus fulfill, by paying as of right and without any delay on first demand, a lump sum as a contractual penalty clause, equal to the gross salary that this employee has received monthly on average during the last three (3) months of its presence within ATEME, multiplied by twelve (12).

14. GENERAL PROVISIONS

14.1 JOINT WORK PRODUCT. The Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission, negotiation, drafting or execution hereof.

14.2 NOTICES. All notices under the Agreement must be in writing addressed to the Parties at the addresses specified above or to such other address as either Party may substitute by prior written notice and shall be effective if and when delivered by courier service or by registered mail with proof of delivery.

14.3 ASSIGNMENT. The Customer may not assign or transfer all or part of the Agreement without the express written consent of ATEME (which shall not be unreasonably withheld). A change in control of the Customer shall be considered an assignment for purposes of this Section 14.3. ATEME may assign this Agreement without prior written consent of the Customer to a company (i) to which ATEME transfers part of or all of its assets or with which ATEME is consolidated or merged; (ii) that owns a majority of the voting stocks of ATEME; or (iii) of which ATEME owns a majority of the voting stocks.

14.4 EXPORT CONTROL. It is expressly agreed by the Parties that the delivery of the products, technology, equipment, and software in accordance with the Agreement shall be subject to all applicable exports controls administered by any competent agency, administration or imposed by any applicable regulation, especially in the United States of America or the European Union, which may impose such controls, including but not limited to controls on the export of technical data, equipment, software and know how. Customer hereby acknowledges and agrees that unless prior authorization is obtained from the competent authorities the Customer shall not, and shall not allow, any export, re-export, or release, directly or indirectly, of any technology, or software in any form, received from ATEME, or export or allow an export, directly or indirectly, of any direct product of such technology or software in any form to any destination or country to which the export, re-export or release of the technology, software in any form, or direct product is prohibited by such regulations. The assurances provided for herein are furnished to ATEME by Customer, in particular, in compliance with Part 740 (Technology and Software under Restriction) of the U.S. Export Administration Regulations (EAR), and European Union Regulation (EC) No 428/2009.

14.5 PERSONAL DATA. Each Party acknowledges that it is fully informed and in compliance with the Personal Data Protection Regulations, especially but not limited to Regulation 2016/679/EU of April 27, 2016, that it considers as essential.

14.6 FORCE MAJEURE. Any force majeure events (“Force Majeure Events”) shall suspend the performance of obligations of the Party so delayed. Force Majeure Events include but are not limited to war, strike, boycott, sabotage, sit-in strikes, riot or civil disturbance, labor and/or material shortages, accident, explosion, destruction of machines, devices, material or premises, acts of God such as flood, storm or earthquake. The Party so delayed shall inform promptly the other Party in writing, by registered mail, of the occurrence of such Force Majeure Event. If the Force Majeure event does not disappear after thirty (30) days, either Party may terminate the Agreement by notice. The Party so delayed shall not be liable for default or delay. However, the Force Majeure Event shall not prevent either Party from paying any amount due prior to the occurrence of the Force Majeure Event.

14.7 INDEPENDENT CONTRACTORS. The Parties are strictly independent contractors and nothing in the Agreement shall be construed as creating an employment agreement, a partnership or as authorizing either Party to act as agent for the other.

14.8 GOVERNING LAW - JURISDICTION. The Agreement is governed by and construed in accordance with the laws of France. The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto. The Parties shall use reasonable efforts to resolve amicably any disputes that may relate to or arise under the Agreement. Any disputes that cannot be resolved in such manner shall be submitted to the jurisdiction of the competent Courts in Paris, France.

14.9 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all proposals, negotiations, agreements and prior discussions and writings between the Parties with respect thereto. The general conditions of purchase of the Customer, the terms of any purchase order issued by the Customer or other writing not expressly incorporated into this Agreement shall not be binding on ATEME. No provisions of this Agreement may be modified except by an agreement in writing signed by the Parties. No credit shall be issued for previous payments or currently invoiced portions of any previous purchases, with respect to any such amounts applicable to periods prior to execution of this Agreement.

14.10 ORDER OF PRECEDENCE. The Agreement consists in the contract body and its Annexes A, B and C. Any inconsistency between the contract body, and the Annexes, will be resolved by giving precedence to those documents in the following order: (a) the contract body; (b) the Annexes to the Agreement.

14.11 WAIVER. Neither Party's failure to exercise any of its rights hereunder shall be deemed a waiver of any such rights.

14.12 SEVERABILITY. If any provision of the Agreement is held by any court of competent jurisdiction to be void, invalid, unlawful or unenforceable, that provision will be severed from the Agreement and any remaining provisions will continue in full force, so long as the Agreement still expresses the intent of the Parties.

14.13 COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) instrument. Signatures may be exchanged via facsimile or e-mail. If signatures are exchanged via these methods, either Party may within a reasonable time request a paper version of an original executed document.

14.14 NO THIRD PARTY BENEFICIARIES. The Agreement shall not be deemed to create any rights in any third parties, including any suppliers or Customers of a Party, or to create any obligations of a party to any third parties.

14.15 SURVIVAL. The provisions of the Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of the Agreement in order to achieve the fundamental purposes of the Agreement shall so survive and continue to bind the Parties.

14.16 HEADINGS. All headings in the Agreement are included solely for convenient reference and shall not affect the meaning or interpretation of the Agreement.

14.17 LANGUAGE. The Parties have specifically agreed to conclude the Agreement in English. The English language version of this Agreement shall be the official text hereof, despite translations or interpretation of this Agreement in other languages.

ANNEX A: SUPPORT OPTIONS AND SLA

A1. STANDARD SERVICE OPTIONS:

	Support Options				
Service items	Gold	Silver+	Silver	Silver Broadcast	Bronze
Hardware Maintenance All countries except LATAM (1)					
Repair or Replacement		10 business days	10 business days	10 business days	20 business days
Advance Replacement	1 business day				
Hardware Maintenance For LATAM countries (1)					
Repair or Replacement	10 business days	NR	15 business days	15 business days	20 business days
Technical Assistance					
Service Desk Portal / Telephone support	Yes	Yes	Yes	Yes	Yes
24/7 Telephone support	Yes	Yes			
Emergency on-site support within 2 business days	Yes				
Interoperability management	Yes	Yes	Yes	Yes	
Software support					
Access to Software Updates and Minor Software Upgrades	Yes	Yes	Yes	Yes	Yes
Installation of Software Updates and Minor Software Upgrades	Yes	Yes	Yes		
Advanced services					
Named Technical Contact	Yes				
System configuration management	Yes	Yes	Yes	Yes	
Service performance reviews	Yes	Yes	Yes	Yes	

(1) LATAM countries are Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay, Venezuela

A.2 CLOUD SERVICE OPTIONS:

Cloud Support		
Technical Assistance	Cloud Gold	Cloud Silver+
Service Desk Portal / Telephone support and Experts access	Yes	Yes
24/7 Telephone support	Yes	Yes
Interoperability Assistance	Yes	No
Software support		
Access to Software Updates and Minor Software Upgrades	Yes	Yes
Advanced services		
System configuration management	Yes	Yes
Service performance reviews	Yes	No
Cloud Support		
System Health & Uptime Reporting	Yes	Yes
Yearly installation of Software Updates and Minor Software Upgrades	Yes	Yes
Assistance in new software release testing	Yes	No
Joined troubleshooting w/Cloud provider	Yes	No

A.3 SERVICE RESPONSIVENESS:

		Gold	Silver+	Silver & Silver Broadcast	Bronze
Critical Issues	Response Time	30'	30’	30' during business hours	1 business hour
	Restoration Time	4 hours	6 hours	8 business hours	2 business days
Major Issues	Response Time	2 hours	4 hours	2 business hours	1 business days
	Restoration Time	1 business day	1 business day	2 business days	5 business days
Minor Issues	Response Time	1 business day	1 business day	1 business day	2 business days
	Restoration Time	10 business days	15 business days	20 business days	40 business days

This SLA is subject to Customer’s cooperation as stated in Article 5 and is not applicable when the system environment or the workflow has been changes or modified by anyone else than ATEME (input source format change, new decoder, new file format …)

A.4 SPECIFIED COUNTRY FOR BUSINESS DAYS AND SERVICE HOURS

Business Days and Service Hours shall be determined in accordance with the ones in the following country: France

A.5 SPECIFIED SUPPORT LEVEL:

The chosen Customer support level for this contract is as agreed between the Parties and indicated in the corresponding Purchase Order.

ANNEX B: RETURN AND WARRANTY POLICY STATEMENT

B.1 GENERAL RETURN INFORMATION

A Return Merchandise Authorization (RMA) is required for all product returns including,
Warranty repairs,
Hardware repair and replacement as part of the Support Services purchased by Customer,
Advance replacement as part of the Support Services purchased and subject to the Support Option selected by Customer,
Non-warranty repairs.

The RMA form can be obtained by visiting www.ateme.com.

Customer shall use the following RMA process:

1) Complete this RMA Form with a description of the problem(s) with the product,
2) Return this completed RMA Request Form by Email at support@ateme.com. A copy of the original purchase invoice may be requested. If requested, all returning product(s) must match with its original invoice description,
3) ATEME shall qualify the request with Customer, via telephone or email,
4) ATEME Support Dept. shall acknowledge by e-mail with a RMA number (or a reason for RMA denial) and with the RMA form filled by Support Dept (grey parts).
5) Only once le Customer receives the RMA number, return of the defective product(s) shall be done to ATEME Support Department,
6) For Customer outside of EEC, add a pro-forma invoice stating: product name and serial number, “This product is sent for repair and returned to manufacturer” and product’s commercial value,
7) The Customer shall ensure that the products are packaged securely to prevent damage during shipment,
8) The RMA number and the Customer’s support contact initials shall be clearly indicated on the outside of your shipping box (on the address line). These information’s are available on grey parts of the form.
9) The products must be returned freight prepaid and within thirty (30) days of obtaining the RMA. ATEME reserves the right to cancel the RMA after this time period. If Customer fails to return product within the thirty (30) days, Customer shall contact ATEME for a new RMA. Freight collect returns.
10) Failing to respect this procedure shall incur unexpected delays and taxes. ATEME reception desk may refuse to accept packages for which payment of taxes or freight is requested or with invisible RMA number indication.

ATEME shall return the repaired equipment via ATEME’s standard shipping method at no additional charge. If Customer requests a different return shipping method, ATEME shall charge for the full shipping cost.

All returns and repairs are subject to evaluation upon receipt. The repair department shall evaluate all equipment returned for repair to determine warranty coverage and shall resolve any questions that may arise during evaluation to make a final determination.

B.2 WARRANTY REPAIR/REPLACEMENTS

Unless otherwise required by applicable law or agreed between ATEME and Customer, the warranty period is one (1) year starting from the shipment date of the product.

Unless Customer has contracted Support Services during the warranty period (in this case refer to the Support Agreement for the SLA), ATEME shall use best effort to repair or replace the products within twenty (30) business days or upon availability of replacement products, upon receipt and shall return them free of charge.

Where a delay is likely, ATEME shall advise Customer of the revised dispatch date.

ATEME reserves the right to replace any product under warranty, that cannot be repaired, with a new or refurbished product within the warranty terms.

Without prejudice to the provisions of Article 4.6 replacement parts and factory repairs are warranted for a period of ninety (90) days from date of shipment by ATEME.
Products returned within warranty with no Issue detected shall be subject to a charge for investigation and transportation costs.

B.3 NON WARRANTY REPAIRS

Subject to ATEME's agreement, in case of hardware being returned for repair to ATEME, which is out of limited warranty and for which the Customer has not contracted a Support Agreement, a quote shall be provided to the Customer that includes charges for parts, labor, and all shipping costs. Repair charges may be based on a flat rate or parts and labor, and will vary based on actual equipment and condition.

Customer shall be requested to issue a purchase order referring to the repair quote and send such purchase order to ATEME. Upon receipt of the purchase order, ATEME shall repair or replace the products upon availability of replacement products.

Non warranty repairs are granted an extended warranty of ninety (90) calendar days for all products.

Products returned with no Issue detected shall be subject to a charge for investigation costs.

B.4 PACKAGING YOUR SHIPMENT

Protecting the value of returned products by packaging and shipping them correctly is Customer responsibility. ATEME reserve the right to deny warranty coverage for any damage caused by failing to meet the following packaging requirements:
All electronic components must be taped and/or contained in their original electrostatic protective packaging or an equivalent substitute.
All parts must be packed securely inside the external shipping carton to prevent mechanical damage.
External packaging must be sufficient to protect the contents from the usual hazards of shipping.
No write or tape on the original product packing

B.5 LIMITED WARRANTY

The limited warranty does not include travel and expenses, labor, either "remote" or On-Site to determine problems unless otherwise specifically indicated below.

ATEME warrants hardware products of its manufacture or, if purchased from others, to be free from defects in material and workmanship for a period of one (1) year, starting from shipment date of the Products, provided that:

ATEME has been notified within such period by obtaining a Return Authorization Number and proper return of any defective equipment at the specified address with transportation and other costs prepaid;
The equipment has not been abused, misused, or improperly stored, handled, installed, maintained and/or repaired during such period;
Such defect has not been caused by negligence or accident;
Such defect is not a result of voltage surges/brownouts, lightning, water damage/flooding, fire, explosion, earthquakes, tornados, acts of aggression/war or other causes beyond the reasonable control of ATEME;
The equipment was installed in accordance with the instructions or recommendations of ATEME, the installation supervised, tested and integration test performed by an Authorized ATEME Partner or ATEME System Engineer;
Modifications of the hardware or integration of other components not supplied by ATEME voids or limits the warranty unless pre-approved by ATEME in writing.

In the event the Support Services have been contracted by Customer, then the products associated are subject to hardware repair and replacement service and may be subject to the Advance Replacement service as described in the Support Agreement.

ATEME sole responsibility for eligible defective or non-conforming products subject to the above conditions shall be to repair or replace (with new or like new equipment) the non-conforming product.

The freight cost for sending the repaired or replaced equipment in return to Customer will be paid by ATEME by method and carrier of ATEME choice.

Equipment and software manufactured by others but remarketed by ATEME under the logo of the original manufacturer (i.e. computer equipment, operating systems, peripheral equipment, power supplies) shall not be warranted by ATEME. In these cases, ATEME shall pass on the manufacturer's warranty to Customer when permitted by the manufacturer assuming all licensing requirements of the manufacturer are met by the Customer.

ATEME liability under the limited warranties is described in Article 10" Limitation of Liability"" of the Agreement.

The Customer purchasing, or otherwise utilizing goods sold hereunder acknowledges by its acceptance of any of ATEME products covered by these warranties that there are no expressed or implied warranties as to quality, merchantability, or the fitness for any particular purpose or use other than as provided in the immediately preceding paragraph. ATEME makes no other warranty.

Per customs regulations, ATEME shall be required to list fair market value (i.e. what the Customer originally paid for the Product) on the commercial invoice for customs purposes only. ATEME cannot alter these prices. All duties and taxes are the sole responsibility of the Customer. The Customer is responsible for registering the product within its country prior to exporting in order to apply for duty drawback after the product is re-imported. If special verbiage or documentation is required to facilitate entry of a product into a particular country, it is the Customer's responsibility to provide such verbiage or documentation prior to the shipment of a product. ATEME reserves the right to refuse special requests if it is felt to be in violation of standard customs regulations.

ANNEX C: SUPPORTED SYSTEM DESCRIPTION

A.1 BILL OF MATERIAL COVERED BY THE AGREEMENT

The bill of materials listing the products covered by support shall be outlined in the relevant operational document as applicable (e.g., SOW).

Reference	Item designation	Serial Number	Quantity	Hardware version	Software version	Site

A.2 SYSTEM CONFIGURATION AND WORKING CONDITIONS

The specifications for system configuration and working conditions, which include the agreed hardware or cloud specifications and software configurations that affect system dimensioning (such as the number of channels per server, resolution, and bitrates), shall be mutually agreed upon by the parties and outlined in the relevant operational document (e.g., SOW) as applicable.

ANNEX D: PARTICULAR PAYMENT TERMS

The pricing for the Support Services shall be determined based on the specific terms agreed between the Parties and indicated in the corresponding Purchase Order.