

## SaaS Service Level Agreement

**1. Availability Requirement.** Grass Valley will take commercially reasonable measures to make SaaS Services Available, as measured over the course of each calendar month (“Month”) during the Term, at least 99.95% of the time, excluding unavailability as a result of the Exceptions described below (the “Availability Requirement”).

“Available” means that SaaS Services are available for access and use by Users.

In the event the Availability Requirement is not met in the given Month, Customer’s sole and exclusive remedy will be a credit issued from Grass Valley to Customer in the form of Tokens, calculated as the percentage of Tokens consumption (“Spend”) in the impacted Month and as detailed below:

Monthly Availability	Credit
Less than 99.95% but greater than or equal to 99.0%	10% of Spend in the given Month
Less than 99.0% but greater than or equal to 95.0%	25% of Spend in the given Month
Less than 95.0%	50% of Spend in the given Month

Any such credit will be Grass Valley’s sole liability, and Customer’s sole and exclusive remedy, for Grass Valley’s failure to meet the Availability Requirement. To receive a credit, Customer must submit a request by opening a support ticket within thirty (30) calendar days of the incident. Such ticket must include (i) the dates and time of each incident when the SaaS Services was not Available that Customer claims to have experienced, (ii) Customer server request logs that document the errors and/or other information that corroborates the claimed outage. Customer’s failure to submit its request as required above will disqualify Customer from receiving a credit.

For purposes of calculating the Availability Requirement, the following are “Exceptions” to the Availability requirement. The SaaS Services will not be considered un-Available as a result of:

- (a) Customer’s, Users’ or any third party’s acts or omissions (excluding any Affiliates or subcontractors of Grass Valley), including a breach of the Agreement;
- (b) Customer’s or Users’ Internet connectivity failure or outage;
- (c) Internet traffic problems beyond Grass Valley’s reasonable control;
- (d) Force Majeure Event;
- (e) Third Party Materials, including Customer Devices’ failure,
- (f) Customer’s or its User’s failure to meet minimum hardware and/or software requirements set forth in this Agreement, if any; or
- (g) Planned or announced unavailability due to regular or emergency maintenance.

## 2. Service Level Support

The support features offered by Grass Valley, when purchased, are set forth below. Customers have the option to change their support tier for a specific Tenancy. Any changes to the support tier must be made at least 5 business days before the end of the month. The change in support tier will become effective from the 1st day of the following month.

Service	Foundations	Prime	Prime Plus
AMPP Assist	x	x	x
Documentation Hub	x	x	x
Self Service Support	x	x	x
Live Chat / Phone Support		x	x
24x7 Support Access		x	x
Critical 2Hr Response		x	x
Critical 30min Response			x
Proactive Health Monitoring			x
Customer Champion			x

## 3. Response Times. Grass Valley will respond to specific issues with SaaS Services as set forth in this Section.

**Each issue will be classified by Grass Valley into one of the following categories:**

- Critical** – Total loss or reduction of functional capability of the product/system, or a reduction in performance or specification adherence of such magnitude that the system is inoperable and cannot perform its primary function for which there is no workaround or redundancy. Results in severe business impact to the Customer, requiring immediate corrective action.
- Major** – Conditions which impair the effective functional capability, performance, or specification adherence of the product/system or total loss or reduction of functional capability of a part of the product/system for which a workaround exists. Results in moderate business impact on Customer, requiring prompt corrective action on the next business day.
- Minor** – Conditions which do not significantly impair the effective functional capability, performance, or specification adherence of the product/service, or for which a practical workaround exists. Results in limited or no business impact on the Customer.
- Information** – Conditions where Customer is seeking information only, which do not impact functional capability, performance, or specification adherence to SaaS Services. Information has no business impact on Customer.

Response to reported issues will be as follows:

Priority		Acknowledge Time	Response Time	Relieve (workaround)	Resolve (final fix)
Priority 1 (Critical)	Foundation Support	No SLA commitment			
	Prime Support	30 minutes	2 hours 24/7	8 Hours	Continuous effort to resolve
	PrimePlus Support	10 minutes	30 minutes 24/7		
Priority 2 (Major)		n/a	Next business day	N/A	90 Days
Priority 3 (Minor)		n/a	Reasonable effort	N/A	Future maintenance release
Priority 4 (Information)		n/a	Reasonable effort	N/A	N/A

- 4. Contact methods.** To obtain support, Customer should contact Grass Valley using a Slack channel provided by Grass Valley, via the Customer Portal or by telephone to Grass Valley's Network Operations Centre.