Videon Support Services Terms and Conditions

These support terms and conditions (these "Support Terms") apply to the selected Support Services You ("Customer", or "You") purchase from VIDEON CENTRAL, INC. ("Videon", "Company", or "We") or that are otherwise provided in connection with a purchase of our hardware, or subscriptions that include hardware. These Support Terms are subject to change without prior written notice at any time at Videon's sole discretion, and your continued use of the Support Services after any change in these Support Terms will constitute your acceptance of and agreement to such changes.

These Support Terms are incorporated into and subject to "Customer's Main Agreement", which means, in the case of Videon hardware, Videon's Terms and Conditions for the Sale of Goods and Services or, in the case of support, LiveEdge® or other services, Customer's Master Services Agreement. Terms used herein that are defined in Customer's Main Agreement shall have the meaning ascribed to them in Customer's Main Agreement. The term "Software" shall include software installed on Videon hardware and Application Services such as LiveEdge®.

- REGISTRATION IS REQUIRED
- Customers must register their purchased device to receive Support Services and must provide information Videon requires during the registration process. You can register online at https://www.videonlabs.com/product-registration

SUPPORT LEVELS and TERMS:

Videon enables customers to build live video workflows, which are sensitive to any disruption, and require Support Services, which must be selected at time of purchase. Videon has two levels of Support Services, "Standard" and "vCare".

RELEASE TERMINOLOGY

"Major Release" has the number x.x This will include bug fixes and software enhancements. The use of new enhancements may result in modifications to Customer's current license agreement.

"Minor Release" has the number x.x.x This will include bug fixes and performance improvements.

"New Version" means any new version of the Software that we may from time to time introduce and market generally as a distinct licensed product or version of a product or as installed on new product releases.

SUPPORTED SOFTWARE VERSIONS

As Software version releases are made available, Videon highly recommends that customers update to the latest version as it becomes feasible. This includes all minor and major releases. Once a release becomes available, Videon will support that release for a period of 18 months.

If the Customer does not have a support plan (Standard or VCare), Videon will need an engagement services agreement to initiate support.

1) STANDARD WARRANTY AND SUPPORT

a) Support Terms:
   i) The Support Term for Videon Products are listed in the Purchase order or Contract (if applicable)
b) Includes access to Documentation and Customer Portal
c) Includes access to Customer Service Bulletins
d) Software Improvements and Feature Updates, which may require a paid license
e) Includes software Error Corrections and access to New Versions and Feature Updates, which may require a paid license.
f) During the Support Term, Videon will provide Customer with all **Maintenance**
g) Includes email and support requests via the Help Center. Refer to SLA descriptions in Section 9.
h) Support Requests can be submitted at: https://support.videonlabs.com/hc/en-us/requests/new
i) Support Tickets can be assigned 2 and 3 ticket priority. See SLA descriptions in Section 9 of this document.
j) Support is provided for software **Error** corrections only. **"Error"** means a failure of the Software to operate in conformance with the documentation or that prevents the Software from functioning as Videon intended.
k) Standard RMA Process. Videon Service & Repair RMA Process

2) VCARE PREMIUM WARRANTY AND SUPPORT

a) Includes Standard Warranty and Support
b) Includes access to configure, manage, and monitor via Cloud Control
c) Exclusive Access to pre-release beta features at Videon's discretion
d) Advanced Replacement, meaning that we will ship a new or refurbished unit immediately using express shipping at our expense to you. You must return the old unit within 2 weeks of receiving the replacement. If You fail to return the original product in that time frame, Videon will communicate the non-compliance and if unresolved may charge the customer the then-current MSRP for the new unit.
e) If during evaluation of the returned unit the unit has been discovered to have customer induced damage, Videon will communicate this finding and will charge the customer 50%

of the then-current MSRP for the damaged unit and any expedited shipping costs for the replacement unit.

f) Access to LiveEdge Ecosystem
g) Support tickets can be assigned Severity 1 ticket priority

3) LIVEEDGE® COMPUTE

a) Standard and vCare support services do not support the development, debugging, or auditing of Customer or partner code.
b) Videon will provide support for the LiveEdge® Compute environment and the Videon device.
c) It is the Customer's responsibility to support, debug, and audit their code.
d) If the Customer wants Videon to provision their Videon hardware with a LiveEdge® Compute Application (Docker container), either with a Partner Application or with their own LiveEdge® Compute Application, the Application must have been verified in accordance with the Videon LiveEdge® Developer Program.
e) Development of LiveEdge® Compute Applications requires participation in the Videon LiveEdge® Developer Program.

4) LIMITATIONS

a) Errors. You acknowledge and agree that Videon has the sole right to determine, in its reasonable discretion: (1) what constitutes an Error; and (2) when an Error is deemed to be resolved.
b) Project Work. vCare Premium Support does not include project work. Project work requires the Customer to purchase Engagement Support (Professional Services Packages) to cover that scope of work. Project Work includes, but is not limited to set-up and configuration, onsite support, event monitoring, project management, and workflow architecture and design.
c) Response Time and Resolution. For additional details regarding response time and resolution, please see the Service Level Agreement included in Section 9 of this document.
d) Effect of Customer Failure or Delay. Videon is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure by You to perform any of your obligations under the Main Agreement or these Support Terms in accordance with the respective terms and conditions of these agreements (each, a "Client Failure").

5) EXCEPTIONS

Videon has no obligation to provide Support Services relating to errors that, in whole or in part, arise out of or result from any of the following (each a "Service Exception"):

a) Software, or the media on which it is provided, that is modified or damaged by Customer or any third party;
b) Any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted in writing by Videon;
c) Software or other products or services provided by third parties.
d) Any negligence, abuse, misapplication, or misuse of the Software other than by Videon, including your use of the Software other than as specified in the documentation.
e) Any Client Failure, including your failure to promptly install any Maintenance Release that Videon has previously made available to you.
f) The operation of, or access to, your or a third party's system or network;
g) Any open source, beta software, software that Videon makes available for testing or demonstration purposes, temporary software modules, or software for which Videon does not receive a license fee;
h) Any breach of or noncompliance with any provision of these Support Terms or your Main Agreement by You or any of your representatives; or
i) Any Force Majeure Event (including, without limitation abnormal physical or electrical stress).
j) Any third-party hardware devices used in conjunction with Videon equipment that were not supplied or purchased through Videon are not covered under this support agreement and will not be warranted or supported by Videon

6) CUSTOMER OBLIGATIONS

a) Notification. Customer shall promptly notify Videon of any Error and provide Videon with reasonable detail of the nature and circumstances of the Error.
b) Compliance. Customer shall comply with all terms and conditions of this Agreement and the Main Agreement.
c) Use. Customer shall use the Software solely in accordance with the terms and conditions set forth in the Main Agreement and the documentation.

d) Environment. Customer shall set up, maintain, and operate in good repair and in accordance with the Documentation all environmental conditions and components, including all networks, systems, and hardware, in or through which: (a) the Software operates; and/or (b) You access or use any of the Software.

   i) LiveEdge Max Environmental requirements
   ii) LiveEdge Max Clearance requirements
   iii) LiveEdge Node Environmental requirements
   iv) LiveEdge Node/Edgecaster Clearance requirements

e) Access. In connection with the performance of the Support Services, You should provide Videon personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Videon to perform its obligations (including the provision of the Support Services), and exercise its rights, under and in accordance with the terms and conditions of these Terms of Support, including:
   i) Reasonable, uninterrupted access, both physical and virtual, to the Software and your premises, systems, networks, and facilities;
   ii) A safe working environment;
   iii) Reasonable access to your appropriate personnel, including network, systems, operations, and applications personnel; and
   iv) All necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

f) Data Back-up. Customer agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole and exclusive responsibility for any lost or altered data, files, or information.

g) Testing. Customers shall thoroughly test workflow with an understanding of all externalities leading up to the LiveEdge device. Customers shall also know and understand all devices and/or software in place from the LiveEdge device to the viewer or final destination. Customers will provide Videon with a diagram of the workflow detailing hardware and software components in the workflow. Failure to test and understand the entirety of the workflow may affect the ability to resolve problems and adhere to SLAs. If a workflow has not been thoroughly tested, Videon has the right to void SLA requirements for Severity 1 issues.

7) FEES

a) Support must be purchased with the purchase of the product. Plans of less than 3 years will auto renew for additional one-year terms at the current rate, unless You notify us in writing at least 60 days prior to Expiration.
b) If Customer orders an extension or subsequent support package, such package must be purchased prior to the expiration of the original support package. If you order a support package after the expiration date, we will prorate and charge you for the number of days between the expiration of the original plan, and the beginning of the new plan.
c) If Customer wants Videon to execute work outside the scope of support a professional services agreement must be in place.

8) TERM and TERMINATION

a) Term of Support. The support term shall be as stated as purchased on executed quotation and unless otherwise agreed shall auto renew every Year.
b) Support Gaps. If You fail to renew support for any period of time and then choose to re-enroll in support (a "Support Gap"), Videon has the right to charge You a reinstatement fee equal to the support fees You would have paid during the period of the Support Gap.
c) Termination. A party may terminate these Support Terms immediately upon termination of the Main Agreement. A party may terminate these Support Terms for cause (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such period; (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; or (iii) as otherwise provided herein.
d) Effects of Termination. Upon any expiration or termination of these Support Terms, Videon shall cease providing Support Services to You.

9) ASSIGNABILITY

a) These Support Terms are not Assignable by Customer without written consent from Videon.

10) SERVICE LEVEL AGREEMENTS (SLAs)

a) **Severity Level - 1** (*vCare only), The highest priority ticket where your workflow is down and you are unable to stream with no available workaround. Initial response time is within 2 hours and resolution is 24 hours. If an engineering fix is required Videon will meet with customers within 48 hours to discuss the fix and timeline. The ticket can be closed once the fix is implemented.

b) **Severity Level - 2**, A medium priority ticket where You are able to stream with a workaround, though your desired workflow is not fully functional. Initial response time is within 24 hours, and resolution time is 7 calendar days. The tickets can be closed once the issue is resolved or a workaround is in place.

c) **Severity Level - 3**, The lowest priority ticket where You are able to stream and Your desired workflow is functional, but there is an inconvenience. Initial response time is within 24 hours and resolution time is 21 calendar days. The ticket can be closed once a workaround or decision on the bug has been communicated with the customer.

*Concerning 2Go Kits that include third-party hardware or components, applicable SLAs are subject to the availability and fulfillment timelines of the respective third-party suppliers.

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