

SAAS SERVICE LEVEL AGREEMENT

- A. Availability Requirement.** Grass Valley will take commercially reasonable measures to make the SaaS Services Available (as defined hereafter), as measured per Fabric over the course of each calendar month during the Term, at least 99.5% of the time, excluding unavailability as a result of the Exceptions described below (the “Availability Requirement”). “Available” means the SaaS Services (Platform APIs and tools) and Applications are available for access and use by Customer’s Users. In the event the Availability Requirement isn’t met three (3) times during the Term, Customer’s sole and exclusive remedy shall be a credit issued from Grass Valley to Customer in the form of tokens equivalent to a maximum amount of five percent (5%) of the monthly Usage for the SaaS Services Fabric in the month the failure occurred. Any such credit shall be Grass Valley’s sole liability, and Customer’s sole and exclusive remedy, for Grass Valley’s failure to meet the Availability Requirement. For purposes of calculating the Availability Requirement, the following are “Exceptions” to the Availability requirement, and the SaaS Services shall 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;
 - (c) Internet traffic problems not under Grass Valley’s reasonable control;
 - (d) a Force Majeure Event;
 - (e) Third Party Materials, including the Customer Devices,
 - (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.
- B. Response Times.** Grass Valley will respond to specific operational and system issues with the SaaS Services as set forth in this Section B (Response Times).

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

1. **Critical** –Failure in SaaS Services where the failure causes complete loss of service or extreme degradation of service for which there is no workaround or redundancy. Total loss or reduction of functional capability of the SaaS Services, or a reduction in performance or specification adherence for which no workaround exists. Results in business impact to the Customer, requiring immediate corrective action. It severely risks critical business operations that may result in extreme financial impact to the Customer.
2. **High** –A SaaS Service disruption has been identified that severely affects or may restrict the ability for the Customer to go to air resulting in performance degradation or reduced system availability (although redundancy exists). The problem moderately impacts critical business operations that may result in moderate financial impact to the Customer.
3. **Medium** – Conditions which do not significantly impair the effective functional capability, performance, or specification adherence of the SaaS Services. The problem has minimal impact on business operations or minimal degradation of service.
4. **Low** – Conditions where the Customer is seeking information only, which do not impact functional capability, performance, or specification adherence of the SaaS Services. The problem has no business impact to the Customer.

Response to reported issues will be as follows:

Priority	Response Time	Restore (workaround)	Resolve (final fix)
Priority 1 (Critical)	10 minutes 24/7	8 Hours	Continuous effort to resolve
Priority 2 (High)	1 hour 24/7	24 Hours	90 Days
Priority 3 (Medium)	1 business day	N/A	Future maintenance release

Priority 4 (Low)	Reasonable effort	N/A	N/A
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- c. **Requesting Service Level Credits.** To receive a credit, Customer must submit a request by sending an email message within thirty (30) calendar days of the incident to amp.creditrequest@grassvalley.com. that includes (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.
- d. **Contact methods.** To obtain support for all Priority levels of support issues, Customer shall contact Grass Valley using a static Slack channel provided by Grass Valley after exhausting internal escalation with Customer subject matter experts (SMEs). The method to trigger an incident notification requiring a response will be provided to the Customer prior to the first live engagement as it’s currently under development. The contact method (currently static Slack channel) and the method to trigger an incident are subject to change by Grass Valley with a three (3) day notice to Customer.
- e. Grass Valley will provide a management escalation path for the SaaS Services 9:00AM – 5:00PM Pacific Monday to Friday, except Grass Valley holidays.
- f. **Emergency Downtime for the SaaS Services.** If Grass Valley determines that it must take the SaaS Services offline for emergency purposes, Grass Valley will make commercially reasonable efforts to provide Customer with email notification five (5) hours prior to taking the SaaS Services offline.
- g. **Training.** Grass Valley will provide the following training services: Up to 6 hours of Instructor lead online training via web conference.
- h. **Exclusions.** The support services set forth in this SaaS Service Level Agreement are limited to the SaaS Services, and do not apply to any Third Party Materials, including Customer Devices. Customer may be entitled to additional support services for hardware and software provided by Grass Valley pursuant to separate support agreements.