



Avid Technology, Inc.
75 Blue Sky Drive
Burlington, MA 01830 USA

Avid Technology International B.V.
4051 Kingswood Drive
Citywest Business Campus
Dublin 24, Ireland

Avid Technology KK
4F ATT Building
2-11-7 Akasaka, Minato-Ku
Tokyo 107-0052, Japan

Avid Advantage Support Plan Description Cloud Elite

Avid Advantage Cloud Elite Plan is a mission-critical add-on offer available for SaaS Platforms. Specific components of this add-on offer include:

a) Information Services

Avid will provide 7 days x 24 hours access to an online Knowledge Base and product forums (available at www.avid.com/support). Product registration and/or secure user login may be required for access and use of forums is subject to the Avid Community Exchange Terms of Use and Conduct Guidelines (available at <http://community.avid.com/forums/terms.aspx>). Availability may be limited during hours of routine maintenance or updates to the web site.

b) Availability, Measurement & Reporting

“Uptime” means the total number of full, consecutive minutes during which the production instance of the applicable SaaS Platform is accessible and operational as confirmed by Avid’s server-side monitoring systems, excluding any Excused Downtime.

“Downtime” means any full, consecutive minute during which the production instance of the applicable SaaS Platform is inaccessible or non-operational and such inaccessibility or non-operational status is confirmed by Avid’s server-side monitoring systems in accordance with this Support Plan, excluding any Excused Downtime.

“Excused Downtime” means any time during which the SaaS Platform is inaccessible or non-operational resulting from or relating to one or more of the following:

- i. **Scheduled Maintenance:** maintenance windows of up to four (4) hours per month, occurring on Sundays between 02:00 and 06:00 UTC, provided at least seven (7) days’ advance notice is given;
- ii. **Emergency maintenance:** unplanned urgent security patches or critical patches may be applied by Avid with little or no notice;
- iii. **Force Majeure Events:** any events beyond Avid’s reasonable control, including acts of God or government, natural disasters; war; riots; terrorism; rebellions; acts of civil disorder; strikes, lockouts, or other labor disputes; work stoppages; prolonged shortages of energy, labor, or materials; failure or delay of transportation; embargoes; fires; earthquakes; floods; epidemics or pandemics; government regulations or orders; failures or disruptions of internet, telecommunications systems or equipment, internet backbone outages, or denial-of-service attacks; failures of third-party software, services, suppliers including but not limited to cloud providers, or other dependencies; or any other similar causes beyond Avid’s reasonable control;
- iv. **Customer Environment:** failures of Customer’s network, hardware, software, or other

systems not controlled by Avid specifically for the provision of the SaaS Platform, including misconfiguration of firewalls or proxies;

- v. **Misuse or Unauthorized Actions:** interruptions caused by Customer's misuse of the Service, use in violation of the Agreement, or unauthorized modifications of connectors, APIs, or client software;
- vi. **Non-Production Environments:** outages in beta, preview, sandbox, or other non-production environments explicitly excluded from any service commitments hereunder;

Authoritative Monitoring. Testing the SaaS Platform for accessibility and operational status, for the purpose of determining Uptime and Downtime, is conducted by end to end automated tests executed periodically. Avid's monitoring tools, logs, and metrics are the sole authoritative source for determining Uptime, Downtime, and related compliance with the Agreement.

Automated Uptime Reporting. Avid will use commercially reasonable efforts to maintain a status dashboard accessible to Customer displaying at least the last ninety (90) days of SaaS Platform Availability. A machine-readable log (JSON/CSV) and webhook notifications will be available for Downtime lasting five (5) minutes or longer.

Customer Reported Incidents. Customer may submit an incident report for consideration against Avid's determinative monitoring including: timestamp(s), impact description, and diagnostic information such as traceroute or curl output. Avid will investigate and correlate Customer-reported incidents with internal monitoring logs to determine whether the incident qualifies as Downtime.

Platform Availability. Availability means, with respect to each applicable SaaS Platform, for a given Service Month (Service Month means forty-three thousand two hundred (43,200) consecutive clock minutes), the percentage of total minutes during that Service Month that constitute Uptime, calculated as (Service Month Minutes – Downtime Minutes)/Service Month Minutes x 100.

Separation of Measures. Measurement of [Content Core/SaaS] Platform Availability is independent from metering of Customer's Usage for billing purposes. Avid Content Core Service Credits are calculated only in accordance with this section and do not reduce or offset Usage-Based Fees. In the event of conflict, Avid Content Core Platform Availability measurements govern Downtime for the purpose of Service Credits, while Usage metering governs billing.

c) Uptime Commitment

Avid will use commercially reasonable efforts to make: the SaaS Platform Available 99.9% of the time during each Service Month. In the event Avid is unable to maintain the applicable foregoing service level, Customer will be eligible to receive a monetary credit, expressed as a percentage of base SaaS Subscription for the applicable SaaS Platform fees excluding Usage fees and taxes as applicable, applied against future SaaS Subscription fees for the applicable SaaS Platform owed by Customer and subject to the terms, conditions and caps hereunder (a "Service Credit"):

SaaS Service Credits

Monthly Uptime %	SaaS Platform Service Credit (percentage of monthly subscription fee)
------------------	---

< 99.9% to ≥ 99.5 %	10 %
< 99.5% to ≥ 99.0 %	25 %
< 99.0%	50 %

Service Credit Cap: Service Credits are capped at 80% of the SaaS Subscription fee for the month in which the credit is applied.

Claim Procedure:

1. **Submission Window.** Customer must submit a request for the Service Credit offer no later than thirty (30) days after the end of the affected Service Month.
2. **Submission Method.** Claims must be submitted through Avid’s designated support portal and include: (i) the applicable incident IDs or case numbers, (ii) dates and times of the alleged Downtime, and (iii) supporting documentation reasonably available to Customer (such as logs, traceroute, or curl output).
3. **Validation.** Avid will review the claim and correlate Customer submissions with Avid’s internal monitoring and logs. Service Credits will be issued only for validated Downtime that meets the definitions and exclusions set forth in this Support Plan.
4. **Issuance of Credits.** Validated Service Credits will be applied to the next invoice issued to Customer following validation. Service Credits are not refundable and may not be exchanged for cash or applied against other obligations.
5. **Sole Remedy.** Service Credits constitute Customer’s sole and exclusive remedy, and Avid’s entire liability, for any failure to meet the Uptime Commitment.

d) **Cloud Storage Subscriptions**

Some Avid Products allow you to store and share your Customer Content online for an additional fee (“**Cloud Storage**”). The number and size of your Cloud-Storage is limited and subject to change at Avid’s discretion unless you have purchased a subscription that provides otherwise. You agree to only use Cloud Storage for content that you own or otherwise have rights to copy and distribute.

e) **Avid’s Right to Delete – No Liability for Loss, Deletion or Lack of Access**

Avid reserves the right to delete Customer Content from Avid servers if you fail to pay any fees owed under the Agreement when due, violate the Agreement or otherwise engage in unlawful activity. For applications that offer Cloud Storage without payment of additional fees, your Customer Content may be deleted if you fail to access it for an extended period. Avid encourages you to keep a local backup of your Customer Content. Avid reserves the right to discontinue availability of Cloud Storage at any time in its sole discretion.

Neither Avid nor its third-party licensors or cloud service providers shall have any liability for any error, omission or defect in Avid applications and their associated Cloud Storage service, any inability to use Avid applications or inability to access Customer Content online, or any loss or deletion of Customer Content.

f) **Customer Responsibilities:**

- You will designate one employee as your technical contact, available during support hours to collaborate with Avid on incident resolutions.
- You will provide appropriately skilled and authorized personnel to participate in joint troubleshooting, testing, and incident resolution activities as reasonably requested by Avid. Avid reserves the right to request a substitution of the authorized personnel on the ground that they are not appropriately skilled. You shall not unreasonably deny such request, and shall replace them as soon as reasonably practicable.
- You will promptly download and install, or otherwise apply, all updates and any critical patches, updates, or fixes released by Avid for any on-premise connectors, agents, or client software that interface with Products or Services. Customer failure to promptly install critical patches updates, or fixes may void certain warranty or support obligations for affected functionality.
- You will configure and maintain your firewalls, proxies, and other security controls to permit secure communication with the Service endpoints designated by Avid (including SaaS Platform endpoints and API gateways).
- You are responsible for maintaining the confidentiality of account credentials and for all activity occurring under its accounts. You will implement commercially reasonable measures (e.g., password hygiene, multi-factor authentication, access control policies) to prevent unauthorized use of the Products and Services.
- You will not upload or process any data types that Avid has expressly prohibited (e.g., regulated health information, export-controlled data, or classified information) without Avid's prior written consent, and will use the Services only in accordance with applicable law and the Agreement.
- You are responsible for obtaining, maintaining, and paying for any third-party equipment, software, or services (such as internet access, devices, or hosting accounts) required to access and use the Products and Services.

g) Technical Support

Technical Support is available via Web case logging with 7 days x 24 hours access.

Customer must promptly notify Avid of any suspected error and provide reasonable detail regarding the nature and circumstances of the issue. Upon receipt of any error report, Avid will classify the error according to the severity levels defined below. Severity may be reassessed if a workaround is identified; provided, however, that Customer (i) may reasonably request reinstatement of a higher severity level if Customer believes the reassessment is inaccurate, and (ii) will not be obligated to implement any workaround that would be commercially unreasonable. Avid will use commercially reasonable efforts to reproduce the error; Customer will provide diagnostic information reasonably requested by Avid. For each reproducible error, Avid will use commercially reasonable efforts to meet the Resolution Targets detailed below. Throughout the process, Avid will use commercially reasonable efforts to provide updates consistent with the applicable severity classification.

Severity	Definition / Example Impact	Initial Response Target	Resolution Target
S1 Critical	Complete service outage, production systems not	30 minutes	Workaround within 1 hour; remediation plan

	functioning, or confirmed data loss; no workaround exists.		within 4 hours; continuous 24x7 efforts until resolved.
S2 High	Major functionality degraded or restricted; significant business impact; potential exposure to data loss or service interruption; no reasonable workaround.	2 hours	Workaround within 4 hours; remediation plan within 8 hours; reasonable efforts during normal support hours.
S3 Medium	Partial or non-critical loss of functionality; operations can continue with reduced efficiency; workaround exists.	1 business day	5 business days using reasonable efforts during normal support hours.
S4 Low	Cosmetic issues, informational inquiries, or no impact to business operations.	5 business days	20 business days or as commercially reasonable.

Avid will also provide 7 days x 24 hours technical support via telephone for Critical Issues with Highest Priority queuing under Elite support plans. “Highest Priority” means the call will be answered before all calls preceding it are answered, except for calls of the same priority. Avid will use reasonable commercial efforts to address these calls within 1 hour.

Avid reserves the right to suspend telephone access, or modify the hours of availability, if the customer does not appropriately comply with the above defined usage criteria.

Technical Support provided outside normal business hours (9:00 am to 5:00 pm, local to the Avid contact center) will be delivered in English.

Severity Level Definitions:

- “Severity 1 – Critical” issues shall mean the customer is experiencing an issue for which there is no acceptable work alternative and that is preventing customer from performing critical business functions.
- “Severity 2 – Urgent” issues shall mean customer are able to perform the intended job function, but performance of said job function is degraded or severely limited.
- “Severity 3 – Important” issues shall mean the customer performance of a job function is largely unaffected.
- “Severity 4 – Normal” issues shall mean minimal system impact, and also includes feature requests and other non-critical questions/inquiries.

h) Escalation Process

For S1 Incidents, Avid will establish an internal “war room” (e.g., Slack or equivalent). If no solution is identified within 30 minutes, an Avid Support Manager will be engaged and will serve as Customer’s primary point of contact until the issue is resolved.

For S2–S4 Incidents: An Avid Support Manager will be engaged if the incident is not resolved within the applicable target resolution time.

i) SaaS Platform Changes

As part of the SaaS Platforms, Avid may at its discretion patch, update and/or upgrade Avid

software operating in the cloud infrastructure.

If customer-specific bug fixes ("**Bug Fixes**") are provided by Avid at its discretion, they will also be deployed by Avid in the cloud infrastructure and may have limited testing.

The SaaS Platforms are limited to specific and qualified software releases, with no support provided for older releases, unless previously agreed.

j) Exclusions from Coverage

This Support Plan does not apply to or include Onsite Support and Assistance. No onsite support and assistance is provided with SaaS Platforms. Avid may offer onsite support as an optional purchase chargeable at current rates plus travel time and expenses. Contact Avid for more information about the availability and terms and conditions of onsite support.

Professional, Education and Training Services: These services are available at additional charges or fee.

