

Vizrt Service Level Agreement (SLA)

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS AND INTERPRETATION	3
ARTICLE 2.	SCOPE OF THE SLA.....	5
ARTICLE 3.	MAINTENANCE	5
ARTICLE 4.	SUPPORT SERVICES	6
ARTICLE 5.	RESPONSIBILITIES OF THE PARTIES.....	8
ARTICLE 6.	SUPPORT LEAD TIMES.....	11
ARTICLE 7.	SUB-CONTRACTING	14
ARTICLE 8.	COMPLAINTS AND REMEDIES.....	14
ARTICLE 9.	PRICES AND PAYMENT TERMS	14
ARTICLE 10.	INTELLECTUAL PROPERTY AND OWNERSHIP	15
ARTICLE 11.	LIABILITY	15
ARTICLE 12.	CONFIDENTIALITY.....	16
ARTICLE 13.	OTHER TERMS	17

Article 1. DEFINITIONS AND INTERPRETATION

- 1.01 The headings in this document are for convenience only and do not affect the construction or interpretation of any provision to which they refer.
- 1.02 Unless the context otherwise requires, the singular includes the plural and vice-versa.
- 1.03 For the purpose of this document, the following terms shall have the meaning hereby assigned to them below unless the context would obviously require otherwise.

“Contact Person” shall mean named person within the Customer’s organisation, certified by Vizrt to conduct a Support Request.

“Delivery and License Agreement” shall mean the Delivery and License Agreement entered into between the Vizrt and the Customer.

“Hotfix” shall mean a correction to a specific, critical problem in the product. A hotfix is delivered as replacement elements for the specific elements that are in error, without an installation program and without a test of the complete Software.

“Maintenance Release” shall mean a set of modifications in the Product that is released to Customer after a complete test of the entire Software. A Maintenance Release is not considered a new release of the product, only a revision of the Product’s inner workings, so that the product works in conformity with the specifications of the Delivery and License Agreement. “Maintenance Version” shall mean the version corresponding to a Maintenance Release. In the version number of the Software the trailing digits corresponds to the Maintenance Release (e.g. Version x.y.4 for Maintenance Release 4)

“Major Release” shall mean a release that adds new functionality to the Product.

“Major Version” shall mean the version corresponding to a Major Release. In the version number of the Software the leading digits correspond to the Maintenance Release (e.g. Version 2.y.z for Major Release 2).

“Minor Release” shall mean a release with little or no new functionality but enhanced or fixed existing functionality. Minor Releases are same for all customers and released only on Vizrt’s initiative.

“Minor Version” is the version that corresponds to a Minor Release. In the version number of the Software the middle digits correspond to the Minor Release (e.g. Version x.3.z for Minor Release 3).

“Modification” shall mean any change of functionality in the product issued by Vizrt on the Customer’s behalf or by the Customer. This includes all services (integrations) not originally supplied with the Product.

“Party” shall mean either Vizrt or the Customer.

“Parties” shall mean Vizrt and the Customer together.

“Running Support Hour” or “RSH” shall mean full hour running during the agreed support coverage time. A RSH can be interrupted and divided by non-agreed support coverage.

“SLA (Service Level Agreement)” shall mean the formal definition of the level of maintenance and service provided by Vizrt as outlined in this document.

“Software” shall mean that software package licensed by Vizrt and installed on appropriate platforms at the Customer’s site.

“Solution” shall mean the action(s) required preventing the reoccurrence of a problem and/or any underlying causes of a problem.

“SR Answer” shall mean the report provided to the Contact Person by Vizrt’s support organisation containing information relating to the error or problem identified by the Contact Person and detailing proposed course of action to remedy such fault or problem. In applicable cases, the SR answer shall contain a remedy solution and a proposed date for a Solution.

“Support Request” or “SR” shall mean the report issued by the Contact Person to Vizrt for the purpose of indicating an error or problem relating to the Product.

“8x5” shall mean 5 days a week during normal office hours (8 hours per day) of the relevant office of Vizrt.

“24x7” shall mean 7 days a week, 24 hours per day.

“1st line support” shall mean the first line of incident management support, allowing the end users to have access to a designated helpdesk for assistance with Software related questions. 1st line support is to filter out problems caused by the user and those caused by the Software.

“2nd line support” shall mean more in-depth technical support performed by technical personnel who has expert knowledge on the Software. 2nd line support is investigating elevated issues from 1st line support by confirming the validity of the problem and seeking for known solutions related to these more complex issues.

“3rd line support” shall mean the highest level of support responsible for handling the most difficult or advanced problems. “3rd line support” is also communicating with the original developers for in-depth analysis.

Article 2. SCOPE OF THE SLA

- 2.01 General. Upon the terms and conditions set forth in this Service Level Agreement (SLA), Vizrt undertakes to provide support and maintenance for the Software under support. For the avoidance of doubt, and without another written arrangement between the parties, software that has been added by the Customer or Software that has been modified by the Customer are expressly excluded from coverage under this SLA. This is also true for malfunctions/problems in other parts of the System/Software if the issue has been caused by such unauthorized modifications.
- 2.02 Validity. The Software will be supported and maintained in accordance with this SLA if the Customer has:
- (1) a valid license for the Software, and
 - (2) has fulfilled all its obligations according to the Delivery and License Agreement and this Support and Maintenance SLA.

Article 3. MAINTENANCE

- 3.01 Maintenance and Minor Releases. Deliveries of Maintenance, Minor and Major Releases shall be performed as follows:
- (1) Vizrt shall correct any part of the Software by supplying the Customer with solutions contained in Maintenance Release or Minor Release in accordance with the Release Plan (described below) in order ensure that the Software is in conformity with the Delivery and License Agreement.
 - (2) A Hotfix shall contain the appropriate Software with implementation instruction(s).
 - (3) All releases that Vizrt determines are applicable will be available for the Customer.
- 3.02 Information on New Product Versions. Vizrt shall provide the Customer with regular information on when a new release is available, describing the content and how such Release is related to current versions.
- 3.03 Updates of Support Documents. All Solutions shall be documented and referenced to the Customer SR or Vizrt call reference and delivered to the Customer.
- 3.04 Release Plan. Vizrt will maintain not more than two parallel Major Versions of the Software, whereby the latest and the prior to the latest version will be maintained. Maintenance of an older version will cease when a new version is released. To avoid doubt, with respect to the prior to the latest version, Vizrt will only provide support for a duration of 2 years, where such period is deemed to commence from the release date of the latest version of the Major

Release and, during this period, support will be provided only for “critical” and “blocker” issues. For Minor Releases and Maintenance Releases, Vizrt only commits to fixes to the latest Minor Release. Customer must always be on the latest Minor Release to receive support for any issue.

Article 4. SUPPORT SERVICES

4.01 Scope of Support. Vizrt may make available to the Customer the following support services in respect of the Software:

- (1) Standard Support. Vizrt shall provide standard support according to its responsibilities set forth in Article 5. Standard support is performed at Vizrt’s facilities and not on-site.
- (2) Remote Connection Support. Vizrt may provide support over remote connection at its sole discretion.
- (3) On-site support. Vizrt shall provide on-site support according to service rate and travel expenses reimbursement scheme in Article 9.
- (4) Self-support. Vizrt shall provide access to available self-support possibilities like FTP, forum, customer portal and knowledge base at its discretion from time to time.

4.02 Emergency Support. Emergency Support shall be provided to the Customer in case of an Emergency (as defined below) and according the service rate set forth in Article 9.

- (1) Emergency Situation. An Emergency in the Software (and “**Emergency**”) is deemed to exist in case:
 - (a) of a complete Software failure or total stoppage (Blocker) of a function that causes the Software not to be available to the Customer; or
 - (b) the Software does not provide critical functionality set forth in the Delivery and License Agreement, whereby the Customer has substantial loss of revenue or substantial loss of Product functionality; or
 - (c) incorrect documentation of the Software that has caused or is believed to cause serious error resulting in the two items stated above.
- (2) Vizrt shall, in such emergency described in Section 4.02 (1) above, provide the Customer with the emergency responses described in this section, and acknowledge the matter within the applicable response time specified in Article 6.
- (3) Emergency Telephone Support. Vizrt shall provide telephone support by providing answers and recommendations, orally, by mail, or remote

access (when applicable) to address the Emergency at hand. The primary aim of such support is to restore the Software to normal operational condition.

- (4) Consultation. Vizrt shall not consult with anyone other than the Customer's Contact Person. Should Vizrt receive calls from any other person requesting Emergency services, Vizrt shall immediately redirect such a person to the appropriate Contact Person with the Customer's organisation.
- (5) Emergency On-Site Support. If the Emergency is of such a complicated nature that it cannot be satisfactorily resolved by telephone support or remote access, the Customer may request that Vizrt provide Emergency On-Site Support by sending a person with appropriate skills and Software knowledge. This person will go to the location specified by the Customer. The Customer shall confirm on-site requests in writing to Vizrt before dispatch.
- (6) Vizrt shall, with reasonable effort, have a person with appropriate skills and Software knowledge available to depart for the Customer's site within 48 hours after receipt of the Customer's request.
- (7) Such person shall provide the following On-Site Support:
 - (a) Analyse the Emergency;
 - (b) Liase with Vizrt's engineering centres of excellence;
 - (c) Provide the Customer with appropriate answers and recommendations to solve the Emergency with the aim to restore the Software to normal operational condition; and
 - (d) Assist and provide advice on how the Customer may carry out such recommendations upon request.
- (8) Emergency On-Site support will be chargeable at Vizrt's then-standard rates.
- (9) Completion of Emergency Support. Emergency support shall be considered completed when an agreed solution to the Emergency is reached or when the Emergency no longer exists.

4.03 Support Request (SR) Handling.

- (1) Vizrt shall handle SRs until each individual SR has been declared finished by the Customer with the following exceptions:
 - (a) An individual SR will automatically be closed if a fix to the SR has been delivered and the Customer does not object within a two weeks period.
 - (b) An individual SR will automatically be closed if Vizrt is waiting for Customer feedback and the Customer does not reply or come back within a four weeks period. Vizrt will send out a reminder to the Customer two weeks before the SR will be closed.
- (2) Support Request Classification. SRs are classified into four (4) priority levels; “Blocker”, “Critical”, “Inconvenient”, “Minor”. The Customer shall assign an appropriate severity according to the levels described in Article 6.02.
- (3) Support Request Answers. Vizrt shall analyse SRs and provide an appropriate SR Answer according to the terms of Article 5.02, within the time specified in Article 6. The SR Answer shall state Vizrt’s proposed course of action to remedy such fault or problem. In applicable cases, the SR Answer may contain a proposed remedy Solution and a proposed date for implementing a Solution.

Article 5. RESPONSIBILITIES OF THE PARTIES

5.01 Vizrt’s Responsibilities

- (1) Vizrt hereby confirms that it has and will maintain an adequate support organisation in order to perform the support and maintenance.
- (2) Vizrt’s support organisation is responsible for managing the reporting and recording of problems raised by the Customer.
- (3) Support is provided according to the availability standards set out in this SLA.
- (4) Prerequisites for Support. Vizrt’s support organisation will only accept SRs from the Customer’s Contact Persons satisfying the following conditions:
 - (a) The Contact Person(s) shall have received training in the basics of the operating systems and other third party software used by the delivered applications; and

- (b) The Contact Person(s) must be familiar with the Software user guides and, where applicable, be able to use the guides to resolve problems

The Customer shall be responsible for ensuring that the Contact Person(s) satisfy such conditions.

- (5) Responsibilities. Vizrt's Support organisation is responsible for:
 - (a) answering queries remitted by the Customer's Contact Person(s);
 - (b) investigating and resolving queries and problems directly relating to the delivered Software;
 - (c) providing technical information on the features of the installed Software;
 - (d) assessing the severity of the problem reported in terms of the extent of the problem and the impact on the Customer's business; and
 - (e) using reasonable commercial efforts to create a remedy which shall be at hand not later than within the agreed remedy time as set out in this SLA.

5.02 The Customer's responsibilities.

- (1) The Customer will use named Contact Person(s) in its contacts with Vizrt. It is expressly agreed that the Customer shall ensure that the Contact Person(s) have adequate competence for Vizrt to interface with during any Emergency.
- (2) The Customer is responsible for providing 1st and 2nd line support for the Software within its organization. 2nd line support includes the responsibility for managing the reporting and recording of incidents raised by the Customer and communicating these to Vizrt's support organization.
- (3) The Customer is responsible to install a remote access possibility to the systems to be accessed by the Vizrt support personnel. The remote access should be available through VPN.
- (4) Vizrt may request that the Customer undertakes the following and, upon such request, the Customer shall accede to such request:
 - (a) maintain a record of System performance;
 - (b) maintain a record of System architecture including, but not limited to, operating systems, servers, network topology, network configuration, firewalls, third party products, etc.;

- (c) not install third-party software on the workstations hosting the Software that interferes with the operation and maintenance of the Software;
 - (d) install software delivered by Vizrt without undue delay;
 - (e) maintain an operation and maintenance level of knowledge about the Software;
 - (f) ensure all equipment necessary for remote access is kept in working order and reserved only for that purpose when applicable;
 - (g) use best efforts to find solutions by using manuals, documentation, experience and knowledge before issuing a SR;
 - (h) provide Vizrt with all known information at the outset of a SR, including any relevant actions or changes made by the Customer to the supported Software or equipment with which the supported Software interacts;
- (5) The Customer is responsible to perform following steps before placing a Service Request:
- (a) Consult the appropriate documentation to determine if the product is functioning as documented.
 - (b) If possible, reproduce the problem to ensure that there is not a procedural error.
 - (c) Review previous logs to ensure that the question or problem has not already been reported and/or resolved.
 - (d) Review the Q/A on the Vizrt Support website to see if this is a known problem and if there is a solution available.
 - (e) Verify that any recent Product Updates were applied correctly.

(6) The Customer is responsible to provide following information which each Service Request:

- (a) The type of case request.
- (b) A reason for the request.
- (c) What product the request is for.
- (d) A severity level for the request which is set out under article 6.02.
- (e) A descriptive title.
- (f) A description of the request, problem or malfunction with following information:
 - A suggested classification code in one of the four classes set out under section article 6.02.
 - A description of the command(s) and procedures that reveal the Malfunction.
 - A description of the hard- and software environment.
 - Specification of version and potential updates of the Product.
 - A description of the problem or malfunction.
 - Examples of input.
 - The resulting output.
 - The expected output.
 - Any special circumstances surrounding the discovery of the malfunction.

Article 6. SUPPORT LEAD TIMES

6.01 General. All stated Support lead times are approximations and not contractually binding. Vizrt does, however, agree to endeavour to adhere to the following leadtimes:

Problem level	Report channel	Availability	Confirmation time (CT)	Solution started	Statement of actions required	Solution finished
Blocker	Phone		2 RSH	CT + 1 RSH	CT + 6 RSH	24 RSH
Critical	Phone		2 RSH	CT + 2 RSH	CT + 8 RSH	1 week
Inconvenient	e-mail	N/A	N/A	1 DAY	1 Week	Planned Maintenance or Minor releases
Minor	e-mail	N/A	N/A	2 DAYS	2 Weeks	Planned Maintenance or Minor Releases

6.02 Problem levels are defined as follows:

(a) Blocker

The presence of a Blocker Malfunction implies that the Software cannot be used at all by any of the Company's end user, or that the Software disrupts the functionality of Company's other systems to the extent that such systems cannot be used at all by any end user.

(b) Critical

A Critical Malfunction seriously affects the functionality of the Software but can be circumvented so that the Software can be used, or implies that a program or function in the Software cannot be used although other programs or functions remain unaffected.

(c) Inconvenient

An Inconvenient Malfunction implies that the Software as a whole functions but a certain function is somewhat disabled, gives undesired results or does not conform as expected.

(d) Minor

A Minor Malfunction has no significant effect on the functionality of the Software.

- 6.03 Solution. When applicable, Vizrt's SR Answer will state the date of availability of the applicable Software Update.
- 6.04 Vizrt's undertakings to complete remedies and final solutions does not come into force until a complete Support Request according to the description in Article 5.02(6) has been obtained. The periods in the specification commence on the working day on which Vizrt accepts the Support Request as being complete.
- 6.05 For Blocker Problems, appropriate remedies and solutions may require active assistance from the Customer. Vizrt's commitment to perform any required actions within the applicable time frames is subject to the provision by the Customer of such assistance (including allocating the requested resources and implementing the requested changes) promptly following request by Vizrt.
- 6.06 If an acceptable work-around solution can be found for blocker or critical problems during weekends and holidays, continuing work for finding a more long-term solution may be postponed to the next business day.
- 6.07 For inconvenient and minor problems, the stated leadtimes are limited to office hours.
- 6.08 Depending on the SLA Level selected by the Customer the availability of Support is either 8x5 or 24x7 and the applicable time zone shall be the time zone applicable to the nearest Vizrt Support center for the specific Software.

Article 7. SUB-CONTRACTING

- 7.01 Vizrt may perform its obligations under this SLA in part or in whole through third parties, provided that Vizrt is responsible to the Customer under this SLA for any performances hereunder.

Article 8. COMPLAINTS AND REMEDIES

- 8.01 In the event that the Customer has legitimate complaints regarding Vizrt's non-fulfilment of its undertakings hereunder, the Customer shall notify Vizrt thereof in writing without delay (but in any event not later than 30 days from (i) the expiry of the relevant monthly period (where the complaint concerns a correction); or (ii) the business day on which the Customer consulted Vizrt (where the complaint concerns telephone consultation).
- 8.02 If Vizrt is not notified of a complaint within the foregoing timeframe, the Customer shall not be entitled to any remedies with respect to the potential fault, shortage or delay as set out in this document.

Article 9. PRICES AND PAYMENT TERMS

- 9.01 Maintenance and Support services can only be purchased together.
- 9.02 On-site support services:
- (1) The on-site fee is charged per initiated hour. It applies for all services that are performed on-site.
 - (2) The minimum on-site support fee is two hours. If not agreed otherwise the hourly charge is EUR 140 per hour, hence the minimum on-site fee is EUR 280.
 - (3) Travel, accommodation and per diem expenses are not included and will be invoiced at cost.
- 9.03 Additional support services:
- (1) Additional support services are services which are not deemed to be part of the responsibilities of Vizrt as defined in Article 5.
 - (2) Assistance with configuration changes, extensions and modifications are normally handled through Vizrt's Professional Services organisation but can be handled by support as Additional support services.
 - (3) Additional support services is charged per initiated hour and must be agreed by both parties in advance. It applies to all support services that are not deemed to part of the responsibilities of Vizrt as defined in Article 5.
 - (4) Additional support service does not comply to the support lead times as

defined in Article 6.

(5) The minimum additional services fee is two hours. The hourly charge is EUR 320 per hour, hence the minimum additional services fee is EUR 640.

9.04 Vizrt reserves the right to revise charges, fees and pricing for Maintenance and Support services upon not less than 30 days advance written notice to the Customer, it being clarified that such revised figures shall only take effect following such 30 day period.

9.05 Paid support and maintenance fees are not refundable.

Article 10. INTELLECTUAL PROPERTY AND OWNERSHIP

10.01 Title to and ownership of all proprietary rights, including all intellectual property rights, in and to the Software, Support Guidelines, program products and other pre-existing materials belonging to Vizrt (including all modifications thereto and derivative works thereof) are and shall at all times remain the sole and exclusive property of Vizrt. Title to and ownership of all proprietary rights, including all intellectual property rights pertaining to works and solutions developed by Vizrt (including Vizrt's contractors, agents, consultants and their employees), shall, as of their creation, be and remain the sole and exclusive property of Vizrt. To the extent that tools are developed or owned by Vizrt, any and all intellectual property rights related thereto shall also be the exclusive property of Vizrt.

10.02 For the avoidance of doubt, in the event of any conflict between the terms set out above and the relevant intellectual property and ownership terms set out in the Delivery and License Agreement, such terms of the Delivery and License Agreement shall take precedence.

Article 11. LIABILITY

11.01 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIZRT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES WHATSOEVER, WHETHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, OR THE PROVISION OF THE SERVICES HEREUNDER OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY, OR OTHER PECUNIARY LOSS, EVEN IF VIZRT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.02 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VIZRT'S LIABILITY EXCEED THE AMOUNT

PAYABLE FOR ONE YEAR SUPPORT AND MAINTENANCE
ACCORDING TO THIS CONTRACT.

Article 12. CONFIDENTIALITY

- 12.01 Obligation of Confidentiality. As used herein, “**Confidential Information**” means all information that is designated as confidential by a Party, or should reasonably be considered to be of a confidential or proprietary nature including without limitation information concerning the internal affairs of the other party, and, with respect to Vizrt, includes the Software and Support Guidelines. Each Party:
- (1) shall keep all Confidential Information of the other Party confidential, and
 - (2) undertakes to use Confidential Information of the other Party only in connection with the purpose set forth in this SLA and not to make any other use thereof or use the same for the benefit of itself or any third party and not make any such Confidential Information, or part thereof, available to any third party, and
 - (3) shall not disclose any Confidential Information of the other Party, or part thereof, to any third party except
 - (a) to professional advisers, employees or subcontractors as necessary to perform any obligations within the scope of this SLA (“**Permitted Third Person**”), or
 - (b) where such Party is obliged to make disclosure by law, statute or court order.
- 12.02 Obligation to Disclose. In the event a Party is obliged to disclose Confidential Information by law, statute or court order, such Party shall (1) inform the recipient of the Confidential Information that the information released is confidential and use its best endeavours to ensure that the information is kept confidential by such recipient, and (2) promptly notify the other Party of its release of the Confidential Information specifying the information disclosed, the recipient of the information, and the circumstances giving rise to the duty to disclose it.
- 12.03 Disclosure to Permitted Third Person. Where a Party has disclosed Confidential Information to a Permitted Third Person, such Party shall (1) ensure that, prior to disclosure to the Permitted Third Person, such Permitted Third Person has entered into a confidentiality agreement which contains terms no less stringent than those set forth in this SLA with respect to the protection of Confidential Information, (2) use its commercially reasonable endeavors to minimize the risk of disclosure of any Confidential Information by such Permitted Third Person, and (3) shall remain vicariously liable vis-a-vis other Party for any acts or omissions of such Permitted Third Party which would constitute a breach of this Article of such acts or omissions had been those of the disclosing Party.
- 12.04 Exceptions. The limitations on disclosure or use of Confidential Information

shall not apply to Confidential Information:

- (1) which the receiving party can demonstrate was known to it prior to the disclosure thereof by the disclosing party; or
- (2) if disclosure is required by law, statute or court order; or
- (3) if such Confidential Information is public knowledge or becomes public knowledge.

- 12.05 Consent. Either Party may, upon written request, consent in writing to the disclosure of Confidential Information.
- 12.06 Remedies for breach of Confidentiality Undertaking. In case of breach of this confidentiality undertaking, the Party being in breach shall be obliged to compensate the Party not being in breach for actual and proven damages and all costs incurred in connection therewith, including legal and court costs.
- 12.07 Relief. The Parties acknowledge that Confidential Information constitutes valuable property of the disclosing party and that any breach or threatened breach of the undertakings herein may result in irreparable harm to the non-breaching Party, the extent of which would be difficult and or impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly the Parties agree that in such circumstances the non-breaching Party will be entitled to seek immediate equitable relief, including, remedy for such breach or threatened breach, in addition to all other remedies at law or in equity and without prejudice to any such remedy.

Article 13. OTHER TERMS

- 13.01 Vizrt's undertaking of support and maintenance hereunder do not in any way include the Customer's third party software and hardware and/or applications developed by the Customer, Vizrt or any other third party.
- 13.02 Vizrt confirms that any third party software supplied by Vizrt to be used together with Vizrt's products has been thoroughly tested in the recommended environment. Vizrt will have support agreements with third party vendors for any third party product delivered by Vizrt. If any problems occur relating to third party products recommended or delivered by Vizrt, Vizrt will use reasonable commercial efforts to aid in resolving the problem. Vizrt does not, however, commit to any response times, solution times or other commitments related to third party vendor performances.
- 13.03 If the Customer, alone or in cooperation with Vizrt, makes Adaptations of Software, Additions/Configurations of Software, Modifications of Software or use the Software Toolkit Components, Vizrt shall provide the Customer with maintenance and support of the Software if, but only if, the Customer has followed guidelines and instructions supplied by Vizrt with respect to such Adaptations, Additions/Configuration or Modifications. Except as aforesaid, the Customer is aware of that Vizrt's undertakings under this SLA only apply to support on the Software and not for the Adaptations, Additions or Modifications.

- 13.04 If the Customer, without prior written approval from Vizrt, modifies or adjusts the Software (which, it is hereby clarified, is strictly prohibited), the undertakings of Vizrt under this SLA shall be of no further force and effect.
- 13.05 Vizrt's undertakings in this SLA do not cover and shall not apply with respect to:
- (1) Malfunctions caused as a result of the Customer's use of the Software with equipment, accessories, environment and/or where the Software has been used in a manner not described in manuals or documentation provided by Vizrt;
 - (2) Malfunctions caused as a result of the Customer's use of the Software in operating systems not named in applicable specifications;
 - (3) Malfunctions arising as a result of the Customer's use of the Software in a manner other than as described in documentation or the Customer's negligence and that of its personnel or a third party or as a result of other circumstances beyond the control of Vizrt.

The Customer shall provide to Vizrt the necessary assistance requested and, in particular, make appropriate qualified personnel available via telephone and/or via other means of communications. In addition, if requested by Vizrt, the Customer shall make available to Vizrt access to the Software, any third party software and any hardware for the purpose of enabling Vizrt to perform its obligations hereunder. Any delay, or lack, by the Customer in fulfilling its obligations hereunder will automatically postpone any period under Article 6 correspondingly.

- 13.06 The Customer shall follow Vizrt's backup procedures and the Customer is fully responsible for maintaining backup copies.
- 13.07 Notwithstanding the termination or expiry of this SLA for whatever reasons, the obligations and restrictions of Article 10, 11, 12 and 13 shall also be valid after the termination of this SLA.
- 13.08 Limitation of Right to Claim. Any arbitration or court proceedings shall be instituted within one (1) year after a Party becomes aware of the grounds for such proceeding, failing which the claiming Party will be barred from commencing arbitration or court proceedings of any kind with respect to the claim or right.
- 13.09 Force Majeure. Vizrt shall not be liable for any delay in performing or failing to perform any of its obligations under this SLA if the delay or failure results from events or circumstances that it could not reasonably have foreseen at the time of the conclusion of this SLA or could not, thereafter, reasonably have avoided. Such events or circumstances will include but not be limited to legislative enactment, action of governmental authorities, war, power failure, fire, water damage, labour dispute or other similar circumstances ("Force Majeure").

13.10 Language. If not agreed otherwise all communications between the parties shall be in English.

13.11 Governing Law. This document shall in all respects regarding substantive law be governed by and construed exclusively in accordance with the applicable laws of (i) the State of New York (and the federal laws applicable therein) in the event that the Customer is based anywhere in North, South or Central America, and (ii) the United Kingdom, in the event that the Customer is based anywhere else.