

QUORTEX Enterprise Level Support Service Description

This attachment describes the “**Enterprise Level**” Support Services (“Support Services”) for QUORTEX cloud-based subscription services (the “Subscription Services”) only and does not apply to software subscription services.

Overview

Service Level Management

During the deployment of the Subscription Services, the Synamedia Customer Success Manager and the Customer shall conduct service review meetings at agreed-upon intervals. The Service review participants should include both technical and managerial representatives from Synamedia and the Customer.

Service Delivery

Synamedia will be responsible for the channels and associated application deployment in the public cloud, to complete the workflow as defined by the Customer using the QUORTEX Portal.

Synamedia will also provide maintenance, updates, and bug fixes in furtherance of delivering the Subscription Services, following an agile delivery methodology. The deployment of any new features may be subject to a separate fee. Ongoing enhancement may also include tools for monitoring the Subscription Services.

Change Management - Software Installation & Upgrades

As part of the Subscription Service, the Support Services includes a delivery process that will give the Customer access to the most recent releases of software being developed using agile software development practices. Synamedia will perform quality assurance testing on all major and minor releases internally before general release to the Customer and will ensure that such releases do not remove critical functionality from the Subscription Service or materially degrade the performance of the Subscription Service. These regular software updates include new product roadmap items as well as bug fixes. Synamedia will be responsible for the installation of the software related to the Synamedia components in Synamedia will provide at least forty-eight (48) hours advance written notice to the Customer before the delivery of any proposed release.

In conjunction with the Support Services, the Customer will be provided with access to a web-based service desk. The Service Desk can be used by the Customer to request change freeze windows, i.e. embargo windows. It is expected that embargo windows will have a clearly defined start and end date. These embargo window requests must be provided at least 5 weeks in advance of the start of the embargo window. The request will be reviewed, and Synamedia will make reasonable efforts to accommodate the request.

The Customer acknowledges that Synamedia may need to perform emergency maintenance without providing advance notice.

Monitoring and Logging

Synamedia’s Service Assurance involves a 24 x 7 x 365 monitoring capability that is directly integrated into the Subscription Service, known as the Cloud Operations (CloudOps). There is a continuous stream of monitoring information that is analysed to react to events and resolve Incidents before Subscribers are impacted.

This monitoring capability includes availability and capacity management. Synamedia continuously looks at system performance and will adjust the system as necessary and/or provide insight as to necessary system expansion requirements.

Eyes on Glass

A specialized optional service offering for Tier 1 sports customers, the Eyes-on-Glass service provides for a customer event monitoring service where Synamedia technicians monitor customer content, event delivery, alarms or issues notifications at a dashboard level, video quality such blackouts, audio loss or audio degradation. Dedicated telephony support is provided during live customer events where Synamedia CloudOps technicians can communicate directly with customer’s operations and technical staff in an effort to assist the customer is delivering a seamless service to its customers. This is offered in addition to the standard Enterprise tier of support service.

Service Assurance

The Support Services include a dedicated service assurance function provided on a 24x7x365 basis. The service assurance function monitors and detects issues with the Subscription Services and takes corrective action on an as needed basis.

In the event of a Customer raised incident, Service Assurance can be reached via the methods outlined in “**Table 1 Service Assurance Component Availability**” and in greater detail during the on-boarding process. Service Assurance acts as the single point of contact for case management and resolution. The priority of Service Assurance is to maximize the availability of the Synamedia components comprising the Subscription Services. During an incident, focus is initially on the restoration of the Synamedia component(s). Once the Synamedia component is restored, Synamedia will conduct a root-cause analysis and may recommend longer-term corrective action.

Table 1 Service Assurance Component Availability

Service Component	Supported Production Environment Coverage
Service Desk (Web based / Access over Portal)	24 x 7 (Priority 1 and Priority 2 only) 8 x 5 (All other priorities)
Telephone support	24 x 7 (Priority 1 and Priority 2 only)
Remote support	24 x 7
Onsite support	Priority 1 (as agreed and subject to separate service contract)

Table 1 Service Assurance Component Availability

There are several main activities of the Service Assurance function. They are described in the sections below.

Service Desk

The Customer may contact Synamedia regarding technical operations of the Subscription Service via the Service Desk. The Service Desk can be reached via the Service NOW website for non-critical questions or for system-impacting Priority 1 concerns for the following purposes including but not limited:

- To report an incident related to the Synamedia components that comprise the Subscription Services
- To ascertain the status of a previously logged incident
- To research or query issues regarding the Subscription Services
- To discuss an action plan or escalate an incident with the Synamedia support manager

Service Desk Contact and Response

Support Services Contact	Response Times
In-Application online support, accessible through the Portal and available in Service Now	Refer to Table 2 (Incident Priorities) and Table 3 (Target Response Times)

Incident Management

Service Assurance will be responsible for overseeing all activities related to Incidents opened by either Synamedia or the Customer. This includes Incident detection and recording, triaging Incidents to the appropriate Subscription Services components, engaging the appropriate engineering teams, communication of Incident status, and closing the Incident when resolved.

Incident Priorities

Synamedia classifies incidents into four priorities, dependent on the impact on the Customer's ability to use the Subscription Services as set out in **Table 2 Incident Priorities**.

Table 2 Incident Priorities

Priority 1	Emergency/Critical - means a Service is down or there is a critical impact to the Customer's business operation. The Customer and Synamedia both will commit fulltime resources to resolve the situation.
Priority 2	Major means operation of a Subscription Service is severely degraded or significant aspects of the Customer 's business operation are negatively impacted by unacceptable Service performance. The Customer and Synamedia both will commit full-time resources during standard business hours to resolve the situation.
Priority 3	Medium - means operational performance of a Service is impaired, although most business operations remain functional. Customer and Synamedia both are willing to commit resources during standard business hours to restore service to satisfactory levels.
Priority 4	Low/Minor - Requests for information.

Note: Incidents cannot be raised for known issues that are subject to a "Waiver". A "Waiver" means any mutually agreed upon exceptions to functionality of the Service.

Response and Time to Restore

Based on the assigned priority, the Service Assurance team will use commercially reasonable efforts to provide the target response times specified in **Table 3** and the target time to restore times specified in **Table 4** (collectively, these target times are referred to as "**Service Levels**")

Table 3 Target Response Times

Incident Priority	Hours	Initial Response	Update Response
Priority 1	24 x 7	15 mins	4 hours, then every 8 hours
Priority 2	24 x 7	30 mins	8 hours, then every 48 hours
Priority 3	8 x 5	Next Business Day	5 Business Days, then every month
Priority 4	8 x 5	5 Business Days	Not applicable

“Initial Response” means: For P1 and P2 Incidents, the time elapsed from the occurrence of an actionable P1 or P2 Incident as indicated in Synamedia’s Service Desk system until the time Synamedia sends an automated electronic notification to the Customer.

Table 4 Target Time to Restore

Incident Priority	Target Time to Restore
Priority 1	3 hours
Priority 2	6 hours
Priority 3	Two Business Days
Priority 4	As available

Note: “Time to Restore” means the time period commencing upon the creation of an Incident in the Customer’s Service Desk system and ending when the Customer provides, as applicable (i) remote restoration, or (ii) the technical information which, when implemented, will restore the affected service or site to usable level of functionality.

Escalation

For Priority 1 incidents Synamedia follows an escalation procedure to notify key personnel within the company, as shown in the below table, **Table 5 Priority 1 Escalation**.

Table 5 Priority 1 Escalation

Escalation Stage	Timing (T = Logging of Incident)	Synamedia Contact	Customer Contact
1st escalation	T + 2hrs	Support Manager	Technical Manager
2nd escalation	T + 4hrs	Services Technical Director	Technical Director
2 nd escalation – 2 nd alert	T + 6hrs	Services Technical Director	Technical Director
3rd escalation	T + 8hrs	VP Services	CEO/Board

Service Availability

Uptime

The Support Services will provide a minimum Service Availability of 99.9% during each calendar month of the Subscription Term (the “Uptime Service Level”).

“Service Availability” means the percentage of time of a particular month (based on 24-hour days for the number of days in the calculated month) that the Subscription Service is available for use by the Customer, calculated as follows:

$$= 100 \times \frac{\text{Service Availability \%} \times (\text{Total Minutes in Month} - \text{Minutes Downtime in Month})}{\text{Total Minutes in Month}}$$

Service Availability demarcation is referred per type of Service and documented on Synamedia product website.

“Downtime” means a period of time where the Service is unavailable for use by the Customer. Downtime excludes Authorized Downtime. Authorized Downtime defined herein.

Authorized Downtime

“Authorized Downtime” means downtime of the Subscription Service matching following conditions:

- i. Scheduled maintenance, upgrades or modifications related to the Service. For scheduled maintenance, the Customer has received reasonable prior notice from Synamedia;
- ii. Caused by or resulting from an Excluded Issue;
- iii. Due to Customer's breach of its obligations under the Agreement;
- iv. Required by law or regulation as determined by Synamedia in its reasonable discretion
- v. Intentionally caused by Synamedia in its reasonable discretion as being necessary to protect the Service and/or the Customer from unauthorized access to the Subscription Service or a hacking or other cyber-attack on the Service; and
- vi. Downtime as a result of the Customer's private or third-party cloud network.

Excluded from the Service SLA

The following issues that may impact the Subscription Service are outside the scope of Support Services under this SLA (**“Excluded Issues”**):

- i. Issues arising from or relating to Subscription Services, applications or products not provided by Synamedia;
- ii. Custom integration scripts (other than those provided directly or indirectly by Synamedia) that use Synamedia APIs;
- iii. Issues with channel sources (e.g., satellite feeds) or other sources related to peripheral equipment outside of, but required for, the operation of the Service, other than any source provided directly or indirectly by Synamedia;
- iv. Issues with the CONNECT, other than any system, hardware, hypervisor or network provided directly or indirectly by Synamedia;
- v. Bandwidth (open internet or direct link) degradation between the Customer's contribution site and ingest of the Subscription Service;
- vi. Last mile issues to the Customer's Affiliate subscribers (e.g. network degradation or stability, Customer applications, and Customer video decoding and decryption),
- vii. Use of the Service by Customer that is in breach of this Agreement, including through configuration changes performed by the Customer via the QUORTEX Portal user interface and/or APIs
- viii. Issues relating to the Customer's internal network for content acquisition or connectivity disconnection and/or degradation between the contribution site and the Internet;
- ix. Synamedia Software Defined Appliances used in the end-to-end solution where the Subscription Service is only part of the solution workflow.
- x. Any type of On Prem integration activities (need to be covered by separate Synamedia SOW); and
- xi. Any type of On Prem support services which would be contracted for under a separate Synamedia contract.

Exceptions

The Support Services and the Service Levels shall not include the correction of any Incident due to:

- i. The Customer's neglect or misuse of the Subscription Services or its failure to operate the Subscription Services for the purposes for which it was designed;
- ii. Any accident, disaster, or other force majeure cause affecting the Subscription Services including without limitation fire, flood, water, wind, lightning, transportation, vandalism or burglary;

- iii. The Customer's failure, inability, or refusal to afford Synamedia's personnel access to the Subscription Services;
- iv. Any fault in any attached or associated third party equipment (whether supplied by Synamedia or forming part of the Subscription Services);
- v. The provision, renewal, or repair of supplies for use in association with the Subscription Services;
- vi. Sending non-compliant data to any interface of the Subscription Services; and
- vii. Hardware replacement, repair, support, and maintenance services which shall be covered under the viii. applicable Hardware support agreement.

Additional Obligations for Customer

In addition to any obligations noted previously, the Customer shall also:

- i. Maintain the Media Plane location/s in a manner consistent with the specific site requirements identified during delivery of the Subscription Services and generally provides a suitable environment for the operation and maintenance of the Subscription Services, cables and fittings associated therewith and the electricity supply at the Media Plane location(s). To this end, the Customer shall observe such reasonable directions with respect to the operating environment of the Subscription Services as Synamedia may specify from time to time provided any such new directions given by Synamedia after the date of this Agreement do not create any material financial or operational burden on Customer.
- ii. Provide Synamedia with all reasonable co-operation to facilitate Synamedia's efficient discharge of its obligations under these Support Services and, in particular, but without limitation, provide accurate information concerning the Subscription Services, make available Customer owned spares, and any other matters arising that Synamedia reasonably considers pertinent to its provision of the Support Services from time to time.
- iii. Take all reasonable precautions to safeguard the health and safety of Synamedia staff and sub-contractors while working with the Subscription Services or any other equipment, which belongs to the Customer or is located at any of the Customer location(s).
- iv. Keep and operate the Subscription Services in a proper and prudent manner in accordance with Synamedia's operating instructions and ensure that only competent trained employees are allowed to operate the Subscription Services. The Subscription Services operation includes the day to day exercising of the system APIs, either via automated interfaces or supplied user interfaces, in order to modify the system data to effect changes based on business requirements. Examples of this would include adding new linear content, defining new offers, updating channel logos etc.
- v. Implement data-security for the network and its interface with Synamedia components.
- vi. Ensure any necessary support agreements are in place for third party equipment (not included as part of the Support Services).
- vii. Be responsible for renewal of third-party support contracts on-going.
- viii. Provide remote access (VPN) to the Subscription Services for The Customer personnel.
- ix. Certify that only competent and trained personnel, or persons working under their direct supervision, shall be responsible for diagnosing Incidents.