



# Products & Systems



## Service Level Agreement

## General Conditions

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[www.broadpeak.tv](http://www.broadpeak.tv)

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## Introduction

Broadpeak proposes a range of Service Level Agreements (SLAs) that provides to its customers access to a team of skilled engineers, who have a deep knowledge of our technical solutions. The objective is to help our customers maintain the required level of performance from our products.

Our support organization is based around 3 regional Customer Support Centers:

- Singapore for Asia-Pacific area
- Rennes for Europe and Middle East area
- Denver for Americas



Each SLA will be managed by one of these Support Centers based on the customer's location.

This document describes the general conditions governing the different support contracts that Broadpeak proposes. This is a non-binding service description, subject to contract.

## 1. Definitions

- **Assumptions:** means all tasks to be completed by Customer and/or its contractors or suppliers, or deliverables, which are expected by Supplier in order to perform its tasks.
- **Business Hours:** 9:00 – 18:00 (time of our regional Customer Support Center) on Business Days.
- **Business Days:** Monday to Friday, excluding local public holidays of our regional Customer Support Center.
- **Customer:** means the entity that issued the Purchase Order to BROADPEAK with reference to such SLA conditions.
- **Customer Services:** means the TV and content delivery services operated by the Customer as described in the offer or agreed contract.
- **Customer Support Center:** means the site hosting Broadpeak staff managing the SLA for the Customer.
- **Dependencies:** means all tasks to be completed by Customer and/or its contractors or suppliers, or proper functioning of Customer and/or its contractors or suppliers deliverables, which condition the ability to perform or affect the ability perform the tasks by Supplier.
- **Hardware:** means all material and equipment and its firmware, excluding any Software, sold by Broadpeak to the Customer, and covered by the SLA.
- **Helpdesk:** means the tool made available by Broadpeak to allow the Customer to report, qualify, and track an Incident.
- **Final Fix:** means a definitive solution for the Incident. Software Incidents can be solved by a new Release a Patch or a configuration change. Hardware Incidents can be solved by the installation of a replacement part. The delay for delivery of the Final Fix does not include the validation procedure and/or authorization process that the Customer might request to perform before commercial deployment of the solution in the System.
- **Incident:** means a bug, defect or malfunction in the System causing it to deviate from its expected functionality as described in the Specifications; every occurrence that is not in accordance with the Specifications and causes an interruption of the Customer Service or a reduction of the quality of that Customer Service is an Incident, unless user mistake, operational error or misuse.
  - **Critical Incident**

A Critical Incident severely affects Customer Service for end users (eg Customer Subscriber), and requires immediate corrective action. Critical Incidents include:

    - A System failure that results in the complete loss of transaction processing capability, and/or

- A Customer Service outage for 20% or more of Customer end-users who should be able to use the Customer Services provided by the System.

This level is not applicable to any System in test and/or trial mod.

- **Major Incident**

Major incident causes conditions that seriously affect system operation, maintenance and/or administration, etc. and requires immediate attention. It also includes non-critical Incidents as far as it negatively impacts Customer end-user. The urgency is less than in Critical situations because of a lesser immediate or impending effect on System performance, Customer's end-users, and the Customer's operation and revenue.

Major incidents include:

- A temporary Customer Service shortage for end-users,
- A failure of the monitoring of the System,
- A failure of the System provisioning process which does not allow any addition of live channels or video assets,
- A loss of the redundancy mechanisms set up by Broadpeak as part of the System (note that a loss of redundancy as a direct consequence of a System component being out-of-service following the application of a Workaround solution, is not considered as separated Incident).

- **Minor Incident**

Other Incidents that is not qualified as Critical or Major are considered as Minor. Minor Incidents do not significantly impair the functioning of the System and do not affect Customer Service operations or its end users access and use of such Customer Services. These problems does not prevent material performance of the System.

Minor incidents include, but are not limited to:

- An Incident that does not result in the loss or degradation of a feature or functionality of the System
- An Incident that does not impact the Customer Services.
- A minor annoyance that does not affect the end users ability to use the System
- A failure of an internal component (e.g. hard drive), as long as the hosting server is still operational thanks to the internal redundancy capabilities (e.g. RAID system).

The above Critical, Major, and/or Minor level are the "Severity Level". They are identified as per the process defined in Appendix 1 attached hereto.

- **Maintenance or "SLA Services"**: means the service provided by Broadpeak in relation to the System or part thereof according to the terms set forth hereunder and in particular in section 6.12.1.
- **Next Business Day (NBD)**: means the first full Business Day after an event according to the local Broadpeak regional Customer Support Center calendar.
- **Non-Business Hours**: means each and every hour outside the Business Hours window.
- **Patch**: means the partial release of the Software that provides modifications (including parameters setting) to correct one or more Incidents.

- **Redundant System:** means the System designed in such a way that every single product composing the System is duplicated, in order to support a single failure of any of its components (Hardware or Software).
- **Release:** means a finished, tested version of the Software.
  - Major Release: a Release that adds new or significantly enhanced functionality and features to the Software and/or provides changes to the product's architecture. Major Releases are identified by an incrementation of the first 2 numbers of the Software version(xx.yy).
  - Minor Release: a Release that adds minor functionalities and/or bugfix to the Software. Minor Releases are identified by an incrementation of the last number of the Software version (xx.yy.zz).
- **Remedy Time:** means the time from the Incident Report to successful application of a Workaround. Remedy Time only applies to Redundant Systems.

Broadpeak Customer support aims at identifying a remedy solution to Issue, whenever possible in the shortest delay. Note that respecting the Remedy Time indicated in the SLA table is subject to strict compliance with the Obligations of the Customer listed in chapter 8 (and specifically the availability of a remote access to the System for Broadpeak's Customer Service technicians), the accuracy of the Assumptions, the observance of the Dependencies, and to the reasonable technical feasibility of the Workaround. Time taken by the Customer allow the deployment of a Workaround (due to internal decision process or maintenance window request) is not counted in the Remedy Time.

- **Response Time:** means time taken from Incident Report for Broadpeak Helpdesk to acknowledge the reception of the Incident. Upon placing a call by phone, the Customer will be required to provide all pertinent information (Customer name, site, product type, serial number, brief description of issue and estimated incident Severity, contact information, etc.)

Calls placed through the web portal Helpdesk will automatically be acknowledged by the Helpdesk tool.

Calls for support directly to individual, specific, Broadpeak personnel by e-mail should be avoided as no mechanism exists to ensure calls will be responded to within the applicable Response Time, and will not be taken into account to define the applicable Response Time.

- **Specification(s):** means a or a set of documents which determine technical and other requirements, forms, functions, performances, capabilities, or any other detail with respect to the System or any part thereof (ie Hardware, Software), including any related requirements, dependencies or conditions of use.
- **Software:** means all the software licensed or sublicensed and supplied to the Customer by Broadpeak. "Software" includes all error corrections, Patches, and Releases (if any agreed to by the parties) to such software delivered during the Term of the SLA. This may include third party software license which will be sublicensed through Broadpeak, unless expressed otherwise, in which case such third party software end user license will apply to Customer.
- **SLA:** means the Service Level Agreement.
- **System:** means the Hardware and/or Software supplied by Broadpeak to the Customer (including third party and Broadpeak proprietary Equipment and Software) and being covered by the SLA.

- **Upgrade:** means the deployment on the System Software of a newer Major Release (X.Y).
- **Update:** means the migration of the Software of a newer Minor Release (X.Y.Z) or a Patch.
- **Workaround:** means a temporary solution, which removes or bypass a problem or reduces its level of Severity. Without limitation, such Workarounds may include switchover to a backup server, reinstallation of old system configuration settings, regular human intervention, additional hardware or software elements which would no longer form part of the System once a permanent fix to the System has been achieved. Hardware issues may be solved by software Workaround. Also note that when a Workaround is in place, the redundancy capabilities of a Redundant System can be temporarily reduced. With respect to BROADPEAK library (eg Nano CDN, Smart Lib) embedded onto CPE or other devices released in the market, a Workaround may not be available or technically feasible (in particular but not limited to the status of such CPE or devices (eg. On-line), the device software configuration,...). BROADPEAK will only provide a Final Fix.

## 2. Basic Principles

2.1 The services to be carried out by Broadpeak consists of the performance of the Maintenance on the System and specific work related to this as mutually agreed by the parties in a purchase order, statement of work or an agreement, on the basis of the terms and conditions set forth in this SLA.

Maintenance consists of:

- Incident resolution
- Handling support questions
- Service reviews.

The services to be provided to the Customer under this SLA, including without limitation the Work and Maintenance are referred to as the **“SLA Services”**.

2.2 Broadpeak commits to carry out the SLA Services at the prices agreed in the Service Commercial Offer, subject to defined dependencies and assumptions.

2.3 Broadpeak will make its reasonable efforts to perform the SLA Services correctly and will ensure to have sufficient labor capacity and use good and sound materials, tools, means of measurement and equipment as well as good skills. Broadpeak will make sure that the employees to be involved in performing the obligations under this SLA will carry out such obligations in accordance with high standards of skill and expertise.

2.4 Broadpeak will make its reasonable efforts to arrange adequate reporting for the Customer. For this purpose Broadpeak shall keep a logbook which clearly sets out on an incident-by-incident basis how each Incident reported to Broadpeak has been dealt with, the phase status of an Incident (in progress/completed, etc) and identified the root cause. A report of the logbook will be provided to the Customer upon request.

2.5 Broadpeak will make its reasonable efforts to look after the interests of the Customer as good as possible in the performance of the SLA Services to the best of its ability and entirely in good faith.

2.6 When carrying out the SLA Services, Broadpeak and its employees will strive to observe and comply with the current and applicable statutory, government, regional and local rules and provisions, including rules and provisions relating to health and safety at Work. The Customer will inform Broadpeak about such rules and provisions, and any changes, current, or to come.

2.7 Invoicing shall be made against receipt of a valid purchase order from the Customer, containing all legally required information. The first invoice will be sent out by Broadpeak upon the date of issuance of the first purchase order by the Customer hereunder. All invoices shall be payable before the start of the corresponding period.

2.8 If the Customer does not pay the amounts owed in a timely manner, then Broadpeak has the right to suspend or downgrade the level of their obligations arising from this SLA without causing Broadpeak to be in default (e.g. downgrading from Platinum to gold level). This does not give the Customer the right to withhold or set off the payment due or further payments.

2.9 Support is provided exclusively in the English language.

2.10 The present SLA General Conditions are subject to change without prior notice. In case of change during the course of a running SLA contract, the customer will have the choice to keep the existing version or to



move to the new one. Upon renewal of the term of a running SLA, the newest General Conditions will apply. This is a non-binding service description, subject to contract.

### 3. Start and Duration of the SLA

The SLA will enter into effect upon mutual express agreement, subject to Purchase Order, for an initial period starting when required by the Customer, or at the latest from the Date of Acceptance of the corresponding System whichever date comes first. Upon initial start of the Service, a notification email is sent to the Customer including the SLA contact details. The SLA runs for a number of months corresponding to the duration purchased by the Customer as determined in the Purchase Order, Statement of work or other long form agreement.

If the SLA has been terminated, then the service coverage can restart only after payment by the Customer of a re-establishment fee equal to the payment due from the date of expiration of the previous SLA, until the date of restart of the SLA. Reinstatement of SLA after expiration may be subject to additional administrative fee.

### 4. Applicable System

4.1 The SLA applies only to Hardware and/or Software supplied by Broadpeak, subject, as the case may be, to specific third party software components or software services platform (e.g. SAAS, PAAS) which may be subject to specific terms, as provided expressly by Broadpeak.

4.2 Upon start of this SLA, a notification email is sent to the Customer detailing how many items of Hardware and/or Software are governed by the SLA with effect from the Effective Date of the Agreement. For this purpose the notice gives the relevant serial numbers of Hardware, together with a list of Software, where necessary with sufficient details of location, host name etc. in order to uniquely identify the Systems covered by the SLA.

4.3 Hardware or Software shall not be added to the SLA until after the Customer has given notice of this to Broadpeak by means of a written specification, together with the relevant starting date, and after Broadpeak has provided a quotation thereto and after the Customer has subsequently issued the relevant Purchase Order(s) if needed so.

4.4 Broadpeak shall be obliged, on receipt of a request to this effect by the Customer, to include in this Agreement all Software, as produced and delivered or made available by Broadpeak, to be added during the term of the SLA, after the Customer has issued the relevant Purchase Order(s).\*

4.5 Broadpeak will provide instructions and/or provisions concerning safety, environmental specifications, limitations and maintenance to operate correctly the System.

4.6 Third-party and Customer components (either hardware and/or software), not provided by Broadpeak, fall outside the scope of the SLA and therefore outside any Broadpeak responsibility or liability whatsoever.

In particular, Broadpeak does not support other software application than those provided by Broadpeak, and does not guarantee that they are transparent for the performances of our applications.

In case of the Broadpeak Software Upgrade, the third-party software re-installation, if required, is not covered by Broadpeak and subject to professional services to be agreed and subject to separate purchase order.

In case of problem or performances related issue and if Broadpeak suspects the third-party software to be the root cause, Broadpeak could ask the Customer to remove, uninstall or disable the software to maintain the SLA commitments.

Future adaption of third-party software belongs to the Customer. Broadpeak cannot guarantee that the

application (MIB files, log formats etc.) will not evolve in the future.

Broadpeak's performance of the SLA may be contingent upon the performance of Customer, and/or its third party (including but not only third party software vendors) and their respective technology (ies) used as part or in combination with the System or any part thereof. Therefore, if Broadpeak will use its reasonable efforts to cooperate with Customer and such third party supplier as required by Customer under the Agreement, Broadpeak shall have no liability in relation to any defect, failure, delay, or loss in performance or availability of the Customer Services, and/or of the System which is not attributable to Broadpeak, or its Software or Hardware it delivered to Customer, such as but not limited to a defect/failure in the Customer installation and/or infrastructures, deliverables, and/or its third parties supplier and contractors, and related deliverables and services. If part of the scope of Services agreed in the Agreement, Supplier shall immediately inform Customer of any such failure or issue and Customer shall support Broadpeak to ensure getting full support from Customer and/or relevant third party, as required, at Customer sole costs & expenses.

In any case, should any additional work and/or costs and expenses arise for Broadpeak due to delay, inconsistency with requirements, lack of material information, fault or failure from such Customer and/or third party hardware or software providers, as duly documented by Broadpeak, it shall be entitled to complementary payment from Customer.

## 5. Software Versions

- 5.1 Broadpeak will strive to resolve Incidents found in a Software either in a newer Release, or in a dedicated Patch of the current Release. It may be the case that in this version Issues are fixed that are not directly relevant to the Customer, or even that new features are included. Functionality relevant to the Customer will not be removed.
- 5.2 For resolution of Incidents, Broadpeak shall provide Software Updates, Patches, and any related documentation at no additional charge during the Term of the SLA. Such Releases shall be developed at Broadpeak sole discretion..
- 5.3 The Customer may want to have an acceptance and/or validation test of Software Updates. Broadpeak will not contribute in the development of these tests or the actual testing, unless further written agreement is concluded.
- 5.4 Existing Broadpeak Software in conjunction with changes in the Operating System and/or changes in third party software may need to have an acceptance and/or validation test by the Customer. Broadpeak will not contribute to the development of these tests or the actual testing unless further written agreement is concluded.
- 5.5 Software Upgrades to a new Major Release are not provided to the Customer under the SLA unless either (i) Professional Services and optional functionalities are ordered by the Customer at an agreed price; or (ii) voluntarily supplied by Broadpeak as an alternative to a Software Update, as stipulated in 5.2. Upgrades may be subject to additional costs to cover additional costs from third party software provider and/or license of applicable technologies as expressed in advance by Broadpeak.

## 6. End-of-Support Policy

- 6.1 Broadpeak provides support of Software during a period of three (3) years after the date of General

Availability (GA) of each Major Release (X.Y) in the market.

- 6.2 Support of Hardware components depends on the End-of-support policy of the hardware provider which could be shared on request, subject to confidentiality obligations.

Support of specific third party software components depends on the End-of-support policy of such specific software which could be shared on request, subject to confidentiality obligations.

- 6.3 If support of Broadpeak provided Hardware and/or Software version is to be discontinued, Broadpeak shall give written end-of-support notification to the Customer at least six (6) months before support stops, and Broadpeak shall inform the Customer of possible alternatives which Broadpeak can supply. If Broadpeak proposes replacement of the Hardware and/or Software, Broadpeak will strive to ensure that this will be materially compatible in terms of design and functionality, during the initial term of the SLA, with the Hardware and Software previously supplied.
- 6.4 Subject to 6.2, and conditions of this SLA terms, Broadpeak has the obligation to continue to support the Hardware and Software covered under the SLA for the remaining duration of the SLA.
- 6.5 Should the Customer request for SLA service on discontinued Hardware and/or Software, limited service can be proposed. The present SLA terms will not apply in this case and will be subject to professional services to be mutually agreed upon. Please contact Broadpeak for more details.

## 7. Availability of Technicians

- 7.1 Broadpeak will strive to provide sufficient capacity at the first request of the Customer to carry out the relevant Maintenance as specified in the SLA. Broadpeak will make sure that the required capacity will be available, so that the arrangements made in the SLA can be fulfilled as per the defined times.
- 7.2 Wherever possible, the Customer shall try to plan for scheduled maintenance to be carried out by Broadpeak during Business Hours.
- 7.3 Scheduled maintenance may be carried outside Business Hours only if it requires an interruption of the service to the end user. In such a case, the operation shall be planned at least five (5) Business Days in advance, and Customer shall inform Broadpeak Help Desk in advance.

## 8. Obligations of the Customer

- 8.1 As a condition of performance of the SLA, the Customer undertakes:
- a) to report a request for support to Broadpeak will all relevant information, including knowledge of any issue with third party or Customer deliverables; or other external issues which may impact the performance of the System (e.g. electric shortage, network issues).
  - b) to give Broadpeak access to the System either by fixed or on-demand remote network connectivity (VPN) to help in service diagnostics remotely from Broadpeak SLA teams's offices.
  - c) to resolve any third party issues outside the scope of Broadpeak's responsibility.
  - d) on request of Broadpeak, to provide any Updates of its delivered Software configuration when needed for Maintenance  
not to make any alterations to the covered System (Hardware or Software) or to allow any alterations to be made by third parties, except in a case Broadpeak fails to perform its obligations under the SLA, provided this is limited to the sole purpose of the maintenance of the System and subject to compliance with Broadpeak's requirements and guidelines.

- Any additional cost incurred in the relation to the maintenance work as a result of alterations or additions performed outside above mentioned two points will be charged to the Customer.
- f) in the case of On-Site Support, to ensure that:
    - duly authorized staff of Broadpeak or its subcontractors have access to the rooms and systems which they need in order to carry out the Maintenance;
    - a liaison officer (contact) of the Customer is available to accompany the relevant staff of Broadpeak during the presence of this staff at the relevant Customer site;
    - applicable backups are made available to Broadpeak.
  - g) to provide to Broadpeak information available to the Customer and reasonably necessary to resolve reported Incidents.
  - h) to give Broadpeak prior notice of any substantial changes in the System and/or the Customer IT infrastructure or environment (including third party supplier hardware and/or software) that might affect the operation of the covered System.
  - i) to store the backups generated by the System in a safe location, and to ensure that such backups are readily available to Broadpeak at the request of Broadpeak.
  - j) manage the Software and Hardware with care, and to not neglect or misuse the covered System and operate it in line with the operational instructions provided by Broadpeak.
  - k) to ensure the covered System or any part thereof is not used for any purpose other than the purpose for which originally intended.
  - l) to manage the network security so that the integrity of the System shall not be compromised.
  - m) to regularly monitor disk space availability, perform regular cleanup of the system of temporary or unnecessary files, and export log files to an external storage media as frequently as requested.
  - n) in case a replaceable hardware component (HDD, PCI card...) must be replaced, to perform the replacement of the respective hardware component, with the telephone and/or VPN support of Broadpeak.
  - o) on request of Broadpeak, where Broadpeak can provide the Customer with clear instructions as to the process for a Software Update installation, to install such Software Update, with remote support for free from Broadpeak if required. NB/ Where Broadpeak is unable to provide clear instructions or the Update is of a level of complexity that it is not reasonable to expect anyone other than Broadpeak to install the Update, then Broadpeak will provide engineering resource to install the Update (via VPN or on site).
  - p) to have a proper and representative lab/test environment available for testing Software Updates or Patches prior to releasing such software to the Customer's operational System.
  - q) in case the Customer requests Broadpeak to install Hardware, Software Updates/Upgrades, the aforementioned lab/test environment must be made available to Broadpeak for testing the Hardware, Software Updates/Upgrades. In case this lab/test environment is not available, or not sufficiently representing and/or supporting the operational System, Broadpeak cannot be held liable for any adverse effects on the operational System when applying the Hardware or Software Updates/Upgrades.
  - r) to apply Patches to the OS only under guidance and advice of Broadpeak.
  - s) not to install nor operate anti-virus software on the servers running the Broadpeak Software or other applications without the prior written consent of Broadpeak, as these may have unpredictable influence on the operation and performance of such Software or other applications.
  - t) to ensure that their engineers have followed the relevant Broadpeak product training, and that such trained engineers shall be the main point of contact towards Broadpeak on calls for Incidents or support.

- u) warrants and represents to have all necessary rights, and where required, consent from data subject, for any personal data stored, processed and/or available, on the System, in order to enable Broadpeak to perform the SLA described hereunder.
- v) warrants and represents to have all necessary rights from content and/or third party software owner or right holder stored, or available, on the System, in order to enable Broadpeak to perform the SLA described hereunder.
- w) be in good standing of any payment due to Broadpeak.
- x) the Customer shall grant, and/or cause third parties to grant, as the case may be, a right of use any of its assets free of charge in order to perform such SLA services on the System.

## Appendix 1 Service Program Packages

The Broadpeak Customer Helpdesk Center is equipped and organized to provide a full range of professional services in order to fulfill our customer expectations. On top of the standard warranty conditions, we propose three (3) different service packages: Silver, Gold and Platinum.

Service	Platinum	Gold	Silver
Technical Support during Business Hours	X	X	X
24x7 Phone Support (for Critical issues only)	X	-	-
Web Portal Helpdesk	X	X	X
Incident Logging & Tracking	X	X	X
Hardware Parts Repair	-	-	X
Advance Hardware Parts Replacement	X	X	-
Geolocation Database Update	X	X	-

X : included  
- : not included

The Service Plans described above are available when the product is originally purchased or prior to the expiration of the original warranty period or service plan. Special consideration must be made for other circumstances.

### ➤ Technical Support during Business Hours

Technical assistance from the local Broadpeak Customer Support Center is available during Business Hours.

### ➤ 24/7 Phone Support

The Customer has access to a hotline available 24 hours per day, 7 days a week and 365 days per year. Engineers behind this hotline have full qualification to make a remote diagnostic and apply emergency procedures to restore the service or at least reduce the impact of the Incident. Note that out of business hours, only Critical Incidents will be considered and taken into account.

### ➤ Web portal Helpdesk

Broadpeak makes available on its Internet site an access to the Helpdesk database where the Customer can log new Incidents, and get a status of each Incident. Note that Incidents logged through the Web are only processed during Business Hours.

### ➤ Incident Logging & Tracking

All Incidents or requests from Customer are logged into the Broadpeak Customer Support Helpdesk. This database is Broadpeak's central point of reference for technical Incidents. Every call or Customer Incident detail is available to all Broadpeak Customer Service personnel.

The technical support group continually monitors the status of all cases and focuses on obtaining an expedient and accurate resolution of each case.

Whenever an Incident is reported by the Customer, the Customer shall also state the desired priority with which the Incident shall be handled and resolved by Broadpeak. Customer shall provide reasonable justification in making its query to support such pre-qualification. Broadpeak and the Customer will then work to agree on the assigned priority of the Incident. If the Parties do not agree, then the Incident will be escalated to their respective management.

The person reporting the Incident is responsible for ensuring the logging of the call in the appropriate systems, in particular the time when the Incident is reported.

#### ➤ **Hardware Parts Repair**

Broadpeak Helpdesk will work with the customer to verify that the equipment is defective and, if needed, will process a RMA (Return Material Authorization).

The faulty part must be shipped back to the address indicated by Broadpeak at Customer's own expenses. Broadpeak strongly recommends to pack carefully the returned parts with an appropriate protection. The Customer Support Center examines packaging on arrival and can refuse to carry out repairs if the packaging has been visibly damaged during transportation and this has led to further damage in addition to the fault originally noted. Broadpeak will then perform a repair or a replacement of the Hardware or part thereof, then return it to the Customer.

#### ➤ **Advance Hardware Parts Replacement**

In case of proven Hardware failure on a replaceable component (HDD, PCI card, memory chipset...), Broadpeak will ship at its own expenses a replacement part to the Customer within three (3) Business Days. In case of delay, Broadpeak will duly inform Customer. Once the replacement part has been received, the physical swap of the respective hardware component is under the Customer's responsibility, with the telephone and/or VPN support of Broadpeak. The defective part shall then be shipped back to the address indicated by Broadpeak within five (5) Business Days. If the Customer fails to ship the defective part to Broadpeak within that time, then the price for a new part will be charged to the Customer. This provision does not alleviate the need for redundancy or on-site spares in mission-critical applications. If the Customer has purchased Spare Parts, the replacement component shall by priority be taken from these Spare Parts. A replacement Spare Part will then be shipped by Broadpeak.

For components that are not customer-replaceable (such as motherboard), Broadpeak coordinates the on-site intervention of a technician from the Hardware manufacturer.

Note that this service might not be available in some places for civil security reasons or due to isolation (please contact Broadpeak for more information).

This provision does not apply to Hardware purchased by Customer. Should Broadpeak SLA cover such third party hardware, the SLA with respect to such hardware will be limited and subject to terms and conditions agreed between Customer and such third party, which Customer shall pass through to Broadpeak for the sole purpose of performing such SLA and enforcing such contract between Customer and third parties directly as part of such SLA.

#### ➤ **Geolocation database update**

Broadpeak provides a weekly update of the world IP address map which is used for Geolocation features in the Software.

## Optional Services

The following services can be optionally quoted on demand, on top of the above Service packages.

### ➤ **Hardware Tech Instal**

This option provides the ability for the Customer to request the on-site service of a qualified technician from the Hardware manufacturer in case of any Incident regarding the Hardware, even for the replacement of Customer Replaceable Units (hard drives for instance).

### ➤ **Weekly preventive maintenance**

Our account manager makes a general check of the System once a week, and reports any forecasted issue to the Customer. This option requires to have the BkA Analytics software installed in the System.

### ➤ **Quarterly performance report**

Broadpeak provides a yearly performance report including:

- Total number of Incidents during the period
- Progress report on opened incidents at the end of the period
- Total number of closed Incidents during the period
- Statistics on the Service Level fulfillment.

### ➤ **VPN blocking database update**

This option provides a subscription to automatic updates of Maxmind VPN database which is used for anonymized users blocking feature in the Software.

### ➤ **Yearly Audit**

A full audit of the System is conducted remotely by a qualified engineer from Broadpeak. This audit covers the following topics:

- Architecture review, Hardware and Software components
- Software and firmware versions, recommendations for updates
- System configuration ; consistency check across the whole System
- Filesystems storage capacity, review of log mechanisms and backups
- Security check, exposure to common vulnerabilities
- System performances & Capacity planning.

At the end of the audit, a detailed report, including operational and/or architectural recommendations, is submitted to the Customer.



## Appendix 2 Service Levels

### Platinum Service Contract

<i>Severity</i>	<i>Service Window</i>	<i>Available media for Issue report</i>	<i>Response Time</i>	<i>Remedy Time<sup>1</sup></i>	<i>Final Fix</i>
Critical	24x7x365	Phone	15 min	4 hours	1 month
Major	Business hours	Web portal	1 Business Hour	3 Business Days	3 months
Minor	Business hours	Web portal	1 Business Day	N/A	6 months
Information	Business hours	Web portal	3 Business Days	N/A	N/A

### Gold Service Contract

<i>Severity</i>	<i>Service Window</i>	<i>Available media for Issue report</i>	<i>Response Time</i>	<i>Remedy Time<sup>1</sup></i>	<i>Final Fix</i>
Critical	Business hours	Phone	1 hour	1 Business Day	2 months
Major	Business hours	Web portal	1 Business Hour	3 Business Days	3 months
Minor	Business hours	Web portal	1 Business Day	N/A	6 months
Information	Business hours	Web portal	3 Business Days	N/A	N/A

### Silver Service Contract

<i>Severity</i>	<i>Service Window</i>	<i>Available media for Issue report</i>	<i>Response Time</i>	<i>Remedy Time</i>	<i>Final Fix</i>
Critical	Business hours	Web portal	1 Business Day	N/A	2 months
Major	Business hours	Web portal	1 Business Day	N/A	3 months
Minor	Business hours	Web portal	1 Business Day	N/A	6 months
Information	Business hours	Web portal	5 Business Days	N/A	N/A

<sup>1</sup> Remedy Time only applies to Redundant Systems.

Remedy Time does not apply to BROADPEAK library (eg Nano CDN, Smart Lib) embedded onto CPE or other devices released in the market, BROADPEAK will only on a Final Fix subject to cooperation of the device manufacturer.

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#### PERSONAL DATA:

The Parties shall comply with all applicable legislations on personal data protection, and particularly the Law No. 78-17 dated January 6th, 1978, as amended, relating to information technology, files and freedoms, and Regulation (EU) 2016/679 of the European Parliament and of Council dated April 27th, 2016 on the protection of individuals with regard to the personal data processing and the free movement of such data, and repealing the Directive 95/46/EC ("GDPR").

Each party shall be considered respectively as a separate data controller of the personal data collected and processed by it for managing their business relationship. Should one of the Parties process personal data in the name and on behalf of the other Party, the Parties undertake to execute a personal data processing agreement ("DPA" or "Data Processing Agreement") and/or Data Transfer Agreement, as applicable, prior to such processing activity.

Customer shall have all necessary rights, and where required, consent from data subject, for any personal data stored, processed and/or available, on the System, in order to enable Broadpeak to perform the SLA described hereunder.

#### OTHER:

BROADPEAK shall have the right to have the work and Services performed by third parties, including consultants, agents and subcontractors, provided they are acting for such purpose under BROADPEAK's responsibility, control and direction. BROADPEAK reserves the right to replace any member of its staff and/or personnel assigned to the performance of the subject to the assignment of a staff member and/or contractor of equivalent competence and qualification.

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This Notice and SLA are governed by and enforceable under the laws of France, excluding its conflict of rules provisions. Any dispute arising there from that cannot be resolved amicably shall be settled by the courts of Paris in France. If Customer is located outside of Europe, any dispute arising there from that cannot be resolved amicably shall be settled by Arbitration at the ICC Paris, France.