

VOS360 MEDIA SaaS SERVICE AGREEMENT

This VOS®360 Media SaaS Service Agreement is between the Harmonic entity (“**Harmonic**”) and the customer entity set forth in the Harmonic’s order form (“**Customer**”).

Customer’s use of and access to the Service and Harmonic’s obligations related to performing the Service are governed by this VOS360 Media SaaS Service Agreement, the Appendices attached hereto, and the terms of the Order (collectively referred to as the “**Agreement**”). The terms and conditions on any business forms that Customer may use in connection with purchasing the Service, including any Customer purchase order forms, will have no effect on the rights and duties of the parties, even if Harmonic has failed to object to such terms and conditions.

1. DEFINED TERMS. The following words used in the Agreement have the following meanings:

“**Acceptable Use Requirements**” means the acceptable use requirements applicable to the Service, as set forth in Section 6.1.

“**API**” means any code, method, or process used to interface with the Service, including an application programming interface and Administrative APIs.

“**Administrative APIs**” means APIs that are made available by the Service which is used by Customer for configuring and/or monitoring the Service, and not for the transmission of Content to and from the Service and the processing of Content by the Service.

“**Affiliate**” of a party means any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party “controls” a corporation or other entity if it owns more than fifty percent (50%) of the voting rights for the board of directors, or other mechanism of control for such corporation or other entity.

“**Authorized Users**” means collectively, those persons or entities such as but not limited to employees and contractors of Customer (and, if applicable, of Partner End-Users) who are authorized by Customer to access and use the Service and have been supplied user identifications and passwords by Customer or by Harmonic at Customer’s request.

“**CloudLink Software**” means software developed by Harmonic that enables uploading of Customer Content across public networks from a Customer head-end to the Service and, if required, from the Service to a Customer head-end for distribution.

“**CloudLink Hardware**” means the server product on which the CloudLink Software is installed and runs.

“**Confidential Information**” means (a) with respect to Harmonic, Harmonic’s server configurations, software configurations, Service configurations, Harmonic Material (excluding Documentation that is displayed on Harmonic’s website), Harmonic Technology and Harmonic’s audit reports; and (b) with respect to both Harmonic and Customer, (i) any Personal Data, non-public Customer Content and non-public information and data transmitted to or from, or stored on, the Service infrastructure, (ii) information that is conspicuously marked as “confidential” or “proprietary,” (iii) information disclosed verbally that is designated as “confidential” or “proprietary” at the time of disclosure, (iv) the terms of the Agreement, and (v) information that, by its nature, would reasonably be considered as confidential to any other person, firm or corporation.

“**Customer Content**” means any text, graphics, images, music, sound, media, video, audio, trademarks, trade names, service marks, advertisements, or other content that Customer (or, if applicable, a Partner End-User) (i) uploads, uplinks or otherwise deploys to the Service and/or (ii) creates, modifies, stores or processes using the Service.

“**Customer Service Data**” means Service-related information and usage data related to Customer’s account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics. Customer Service Data excludes Customer Content and Customer’s Personal Data.

“**Data Processing Agreement**” means the Data Processing Agreement applicable to the processing activities related to the Service and attached to the Agreement as Appendix B.

“**Documentation**” means collectively, any and all documentation which Harmonic makes generally available to its customers in connection with the Service, its use and functionality, through the Hub.

“**Excluded Issues**”: means (i) issues arising from or relating to services, applications or products not provided by Harmonic, including any public cloud infrastructure provider; (ii) custom integration scripts (other than those provided directly or indirectly by Harmonic or any Harmonic Affiliate) that use the Harmonic APIs, unless affected by a change in the Service that had not been previously communicated to Customer by Harmonic with at least seven (7) days’ notice; (iii) issues with sources, satellite feeds, files or other sources related to peripheral equipment outside of, but

required for, the operation of the Service, other than any source, feed or file provided directly or indirectly by Harmonic or any Harmonic Affiliate; (iv) bandwidth (open internet or direct link) degradation between Customer's contribution site and the Service environment; (v) last mile issues to Customer's end-user subscribers (e.g. in-home network degradation or stability, Customer applications, and Customer video decoding and decryption), except to the extent caused by or attributable to Harmonic or any Harmonic Affiliate; (vi) use of the Service by Customer that is in

breach of the Agreement or not in compliance with Harmonic's guidelines or Documentation or specification, including through configuration changes performed by Customer via the Service's manager UI or APIs; (vii) issues relating to Customer's internal network for content acquisition or connectivity disconnection and/ or degradation between the contribution site and the Internet; (viii) power supply interruption; (ix) any CloudLink software issues (except for CloudLink v2 software, which is covered if Support Agreement is in place); and (x) any CloudLink hardware or CloudLink v2 hardware issues.

"Fee(s)" means the fees and expenses set forth in any Order by Usage Categories, or otherwise agreed to by the parties in writing, to be paid by Customer to Harmonic pursuant to the Agreement.

"Harmonic Technology" means collectively (i) Harmonic's domain name, logos, product names, services names associated with the Service and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information used by Harmonic for providing the Service.

"Hub" means the internet web portal maintained and operated by Harmonic or its agent from which Customer can access the Service, manage users, view connected runtime and other reports, and request Support Services (if a Support Agreement is in place).

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order" means Customer's purchase order fully compliant with Harmonic's order form, or a completed order form that is executed by Harmonic and Customer for the purchase of the Service, the commissioning of new Service clusters, the commissioning of lab environments, and/or the commissioning of staging environments; and which includes a detailed description of the purchased Service, including but not limited to, the Fees and other required information, and is incorporated into and made a part of the Agreement.

"Partner" means a Customer who is authorized by Harmonic to resell (directly or indirectly) the Service in the Territory. If Customer is a Partner, unless otherwise indicated herein, any reference to "Customer" in the Agreement shall be deemed to include and apply to a "Partner".

"Partner End-User(s)" means an entity or person to whom the Service is resold (directly or indirectly) or made accessible by a Partner pursuant to an Order.

"Personal Data" means any data, either alone or in combination with other information, by which a natural person can be identified or located.

"Programmatic Interface" means APIs, command line interface, or the CloudLink Software.

"Service" means the Harmonic VOS360 Media SaaS (Base and Pro) that is (i) comprised of several service elements, such as ingest, playout, graphics, transcoding, encryption and delivery, that enable the creation and delivery of playout, live, time-shift, cloud DVR and VOD streaming services directly to consumer devices, (ii) hosted in a public cloud infrastructure and managed and operated by Harmonic and offered as a subscription software-as-a-service (SaaS), and (iii) accessed by Authorized Users through the Hub.

"Service Availability" or "SLA" means the applicable monthly uptime percentage, as described in Appendix A Part B, excluding Permitted Downtime, during which the Service is operational in a production environment and accessible to Customer and its Authorized Users.

"Subscription Term" means the time period during which Customer uses the Service, whether as a month-to-month or fixed term subscription, as set forth on the Order and starting from the Subscription Commencement Date set forth in the Order or agreed upon in writing by the Parties.

"Support Agreement" means the agreement attached in Appendix A. Part A that defines the Support Services to be provided by Harmonic if a Support plan is included in the Order.

"Support Services" means the services associated to the Support plan set forth in the Order, that Harmonic will provide under the Support Agreement.

“Taxes” means sales, use and other taxes, export and import fees, customs duties, tariffs, levies and similar charges applicable to the transactions contemplated by the Agreement required by law or any governmental or regulatory authority.

“Territory” means the specific geographical area in which a Partner is authorized to resell the Service, and/or specific Partner End-User account(s) to which Partner is authorized to resell the Service, as set forth in an Order.

“Usage” means utilization of elements, features or functionalities of the Service for, subscription access, media processing and delivery including ingest, playout, compression, encryption, packaging, origin, or delivery of Content as purchased or authorized by Customer.

“Usage Category” means the Usage of the Service classified into broad groups such as, subscription access, media processing and delivery, as further described in the applicable Order.

2. **ORDERING PROCESS.** A subscription to the Service requires Customer to submit an Order in the form of a signed order form, a purchase order fully compliant to Harmonic’s order form, or other similar documentation Customer and Harmonic may agree upon in writing. Harmonic will create Customer’s Service account based on the information set forth in the Order and provide Customer with Hub login information. All access and use of the Service under Customer’s account by Authorized Users will be Customer’s sole responsibility. If Customer has purchased multipath Content delivery service, the Terms for Multipath Content Delivery Service which is available at <https://harmonicinc.box.com/v/TermsMultipathContentDelivery> shall apply to the delivery of Content as authorized by Customer.

3. ACCESS AND USE OF THE SERVICE; CERTAIN RIGHTS.

3.1 Grant of Use Rights. During the Subscription Term and subject to the payment of all applicable Fees Harmonic grants Customer and its Authorized Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of the Agreement), non-sub-licensable right and license to (a) access and use the Service for Customer’s business purposes in accordance with the terms of the Agreement and the applicable Order, and (b) use the Documentation in support of Customer’s authorized use of the Service. The rights granted under the Agreement are conditioned on Customer’s and Authorized Users’ compliance with the Agreement.

3.2 Partner’s Right to Sublicense. Notwithstanding the provisions of Section 3.1 above, Partner is hereby granted the right to sublicense the Service to Partner End-Users, solely for the purpose of enabling access to and use of the Service by Partner End-Users in the designated Territory and in accordance with the terms specified in the applicable Order.

3.3 CloudLink Software License. Subject to the terms and conditions of the Agreement, Harmonic grants Customer (and, if applicable, Partner End-Users) a non-exclusive, non-transferable (except in connection with the permitted assignment of the Agreement), non-sub-licensable, no-charge license to download, use and copy the CloudLink Software solely in connection with Customer’s (and, if applicable, Partner End-Users’) use of the Service.

3.4 License for Programmatic Interfaces. Subject to the terms and conditions of the Agreement, Harmonic will make available and hereby grants Customer a non-exclusive, non-transferable (except in connection with the permitted assignment of the Agreement), non-sub-licensable, no-charge license to all Programmatic Interfaces (other than for Administrative API calls made in excess of one (1) million calls in a calendar month) to (i) embed API calls for the Service into Customer’s platform and call such APIs as reasonably required to make Customer’s platform interoperable with the Service so as to enable the Service to be accessible to Authorized Users as a part of Customer’s platform; and (ii) otherwise use the Service for the purpose of integrating the Service with Customer’s platform. Customer will be charged for any Administrative API calls in excess of one (1) million Administrative API calls per calendar month.

3.5 Conflict of Terms. In the event of a conflict between any term in the Agreement and any terms or conditions that may accompany a Programmatic Interface, the terms and conditions accompanying the Programmatic Interface shall control.

3.6 Audit Rights. Harmonic reserves the right, with reasonable prior written notice to Customer, to audit Customer's use of the Service for purposes of ensuring compliance with the terms of the Agreement. Harmonic will not exercise this audit right more than once in a twelve (12) month period during a Subscription Term.

3.7 Reservation of Rights. Customer acknowledges (a) that in providing the Service, Harmonic utilizes **Harmonic Technology** and (b) that the Harmonic Technology is covered by intellectual property rights owned or licensed by Harmonic as further described below in Section 10 (collectively, "**Harmonic IP Rights**"). Other than as expressly set forth in the Agreement, no license or other rights in or to the Harmonic Technology or Harmonic IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

3.8 Restrictions. Customer and its Authorized Users shall not (a) modify, copy or create derivative works based on the Service or Harmonic Technology, including the CloudLink Software; (b) access the Service via any sort of 'bot' or 'script'; or (c) disassemble, reverse engineer, or decompile the Service, CloudLink Software or Harmonic Technology, or access it in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, (iii) copy any ideas, features, functions or graphics of the Service;

(iv) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Service or CloudLink Software, or make the Service and CloudLink Software, available to any third party, other than as contemplated by the Agreement; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

4. SERVICE CHANGES.

4.1 Modifications. Harmonic reserves the right to modify the Service, Hub and Programmatic Interfaces at any time. Harmonic may transition to new Programmatic Interfaces with advanced written notice to Customer.

4.2 End of Service. From time to time, Harmonic may cease to offer or support certain elements of the Service (any such event, an "**End of Service**"). If the Service or a material element of the Service will become subject to an End of Service, Harmonic will announce the End of Service event and provide Customer with at least one-hundred eighty (180) days' prior written notice before the End of Service event becomes effective. Harmonic may attempt to replace such Service element with a functional equivalent at no extra charge to Customer or, alternatively, Customer may within a reasonable period of time upon the date of the prior notice terminate the Order that is affected by the End of Service event without further liability upon written notice to Harmonic, and Harmonic will, if applicable, refund to Customer the unused portion of Customer's pre-paid Fees. An End of Service event is not a breach of the Agreement.

5. FEES AND BILLING.

5.1 Generally. Harmonic will charge all Fees described in an Order.

5.2 Payment. Subject to the provision of the Order, Harmonic will issue invoices to Customer for Fees due and payable on a monthly basis, and Customer will pay each invoice within thirty (30) days of the invoice date. All Fees will be described in reasonable detail and will be payable in accordance with the Order. Unless Harmonic and Customer agree otherwise in an Order, all Fees, expenses, costs and payments will be stated and made in United States Dollar. If for any reason Harmonic cannot collect or process Customer's payment due to Customer's failure to provide Harmonic with accurate billing or other necessary information, Customer agrees to pay Harmonic's costs of collection, including all reasonable attorneys' fees and expenses. Harmonic may charge interest on overdue Fees at the lesser of 1.5% per month or the maximum rate permitted by law if Harmonic does not receive Customer's overdue payment within ten (10) business days from the date of Harmonic's written notice to Customer about the overdue payment.

5.3 Taxes. All Fees are exclusive of Taxes and Customer shall pay or reimburse Harmonic for all Taxes that Harmonic are required by law or regulation to collect on the Service. Harmonic shall timely remit any and all such Taxes collected from Customer to the proper taxing authority. If Customer is required to pay or withhold any Taxes in respect of any payments due to Harmonic hereunder, Customer shall gross up payments actually made, such that Harmonic shall receive sums due hereunder in full and free of any deduction for any such Taxes.

6. ADDITIONAL POLICIES AND NOTICES.

6.1 Acceptable Use Requirements. Customer agrees to comply with, and will cause its Authorized Users to comply with, the following Acceptable Use Requirements applicable to the Service. For purposes of this Section 6.1, Customer and Authorized Users shall be referred to as “**Customer Users**”.

Customer Users

- a. shall not upload any Content that violates applicable law;
- b. shall comply with all laws applicable to their use of the Service;
- c. shall not upload any Malicious Code or any other code or Content intended to interfere with or disrupt the operation of the Service;
- d. shall not upload any Content that infringes anyone’s intellectual property or other rights (such as personality or publicity rights) or for which they have not procured the necessary rights;
- e. shall not impersonate any other person or otherwise misrepresent their identity;
- f. shall not tamper with the Service and in particular shall not tamper with the Service in a manner designed to avoid payment for use of the Service;
- g. shall not access the Service other than through the permitted customer and subscriber interfaces as set forth in the user Documentation for the Service; and
- h. shall not hack or attempt to reverse engineer the Service or attempt to circumvent any security or authentication functions in the Service.

6.2 Privacy Notice. Harmonic’s Privacy Notice, which is available at <https://www.harmonicinc.com/privacy-notice/>, as updated by Harmonic from time to time, will apply to Customer’s (and, if applicable, Partner End-Users’) use of the Service and Hub and other Harmonic websites. Customer also acknowledges and understands that Customer may be subject to the privacy notices or policies of third-party partners and suppliers Harmonic may use for certain processes, features and aspects of the Service.

7. DATA COLLECTION.

7.1 Customer Service Data. Harmonic and its suppliers involved with providing the Service may collect, share (amongst Harmonic and such suppliers only) and use Customer Service Data for Harmonic’s internal business purposes, including: (a) developing updates and improvements to the Service; (b) facilitating the provision of Support Services, if any; and (c) billing, auditing and verifying compliance with the Agreement. Harmonic and such suppliers will not use or share Customer Service Data in a manner other than as described above.

7.2 Personal Data. Customer may provide Harmonic with the Personal Data of employees, Authorized Users and third parties under the Agreement and in connection with using the Service, including information relating to certain Customer contacts, resellers, affiliates, agents and administrators. Customer will obtain all required consents from such employees and third parties under applicable privacy and data protection laws before providing such information to Harmonic.

7.3 User Names. Any public or private names, identifiers or addresses allocated for Customer and its Authorized Users to use in connection with the Service (“**Names**”) will remain allocated to Customer until (i) Customer releases the Name; (ii) Customer’s use of the Service is terminated; or (iii) Harmonic decides to change any Name, which Harmonic may do at any time and in its sole discretion by providing Customer with five (5) days’ prior notice of the change in accordance with the notice provisions in Section 16 below. Upon termination of the Agreement, Customer will no longer use any Names that Harmonic provided for Customer’s use in connection with the Service.

7.4 Data Processing Agreement. Harmonic and Customer agree to comply with the terms and conditions of the Data Processing Agreement.

8. PROTECTION OF CUSTOMER CONTENT.

8.1 Customer Responsibilities. Customer will (a) operate the Service using the user interface or API for (i) live channel creation, activation and offline channels, (ii) uploading video-on-demand (“**VOD**”) files and set the transcode profile, and (iii) uploading playout files and building the schedule; (b) install the CloudLink product and obtain uplink

internet capacity; (c) be solely responsible for the nature, quality and accuracy of the Customer Content; (d) ensure that the Customer Content (including the storage or transmission thereof) complies with the Agreement and any and all applicable laws and regulations; (e) promptly handle and resolve any notices and claims relating to the Customer Content; (f) promptly handle and resolve any notices sent to Customer by any person claiming that any Content violates any person's rights, including take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; ; (g) pre-configure compression and destination and delivery templates; and (f) maintain appropriate security, and protection of its computer, laptop and other computing devices accessing the Service.

8.1.1 Harmonic shall have no liability whatsoever to Customer or any third party as a result of (a) any unauthorized disclosure or access to Customer's account or Customer Content as a result of Customer's or an Authorized User's misuse of the Service or loss or theft of any Authorized User's password or username; or (a) any deletion, destruction, damage or loss of Customer Content caused by or at the direction of Customer or an Authorized User.

8.2 Harmonic Responsibilities. Harmonic will: (a) host the Service on an infrastructure in the public cloud, and maintain the health (monitoring and restoration) of the Service; (b) provide for the availability of the user interface and API; (c) in its sole discretion, update the Service to add or improve functionality; (d) provide for Service Availability as set forth in Appendix A, Part B. and (e) implement commercially reasonable administrative and technical measures, including disaster recovery procedures, for the Service that are designed to secure the Content against accidental or unlawful loss, access or disclosure. Harmonic will be responsible for providing and paying for all infrastructure for the Service and for scaling the infrastructure as required for the delivery of the Service, except as otherwise stated in Sections 8.1 and 8.3 or in an Order or other agreement between the parties.

8.3 Partner Responsibilities. In addition to the responsibilities stated in Section 8.1 above, a Partner shall have the following infrastructure responsibilities.

- a. Partner is responsible for:
 - 1) providing the content management system (CMS);
 - 2) digital rights management (DRM) services; and
 - 3) Client applications and players; and
- b. Partner will communicate the terms and conditions of the Agreement to Partner End-Users and ensure their compliance with the Agreement.
- c. Partner will communicate these responsibilities to Partner End-Users, and direct Partner End-Users to perform the following responsibilities:
 - 1) Content and sources;
 - 2) Upload bandwidth between the contribution site and the Internet; and
 - 3) The hardware and networking required to host the CloudLink Software (which is provided free of charge by Harmonic).
- d. Partner shall be responsible for and shall ensure the timely payment of Fees associated with Partner End-Users' usage of the Service. Partner's payment obligations under the Agreement shall be independent of and not contingent upon Partner's receipt of payments from Partner End-Users.
- e. Partner shall be responsible for all activities of Partner End-Users and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall notify Harmonic promptly of any such unauthorized access and use.
- f. Partners shall comply with all applicable local, state, provincial, federal and foreign laws in respect of the promotion and re-sale of Service.

9. CONFIDENTIALITY.

9.1 No Disclosure. In the performance of the Agreement, Customer and Harmonic may have access to or be exposed to the other's Confidential Information. A party shall not disclose or allow the disclosure of the other party's Confidential Information to any third party, except on a need-to-know basis to its attorneys, accountants, consultants, independent contractors, agents, suppliers, employees and representatives (collectively, the "**Representatives**") who are subject to confidentiality restrictions and obligations at least as stringent as those stated in the Agreement for purposes of performing its obligations under the Agreement or, in the case of Customer, for purposes of using the

Service and/or exercising its rights granted hereunder. Each party will be responsible for any breach of the Agreement by its respective Representatives. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality.

9.2 Exclusions. Confidential Information shall not include information, which, (a) was known by the receiving party prior to its receipt from the disclosing party without any confidentiality restrictions or is or becomes public knowledge without the fault of the recipient, (b) is received by the recipient without any confidentiality restrictions from a source other than the disclosing party to the Agreement, or (c) is independently developed by or on behalf of the receiving party without causing a breach of the terms hereunder, or (d) a party is required to disclose in response to an order by a court or governmental agency, provided that advance notice of the disclosure is provided to other party.

9.3 Duration. The confidentiality obligations set forth in this Section with respect to Confidential Information shall continue for three (3) years following termination of the Agreement, and with respect to trade secrets, shall continue for so long as such information remains a trade secret under applicable law. Each party's Confidential Information shall remain the property of that party, and no license or other rights to such party's Confidential Information is granted or implied hereby.

10. INTELLECTUAL PROPERTY RIGHTS.

10.1 Except for the rights provided in the Agreement, the Agreement does not convey to either Harmonic or Customer any ownership right or license to use, sell, exploit, copy or further develop the other party's Confidential Information or intellectual property, including patents, copyrights, trademarks, trade names and trade secrets, and nothing herein will be deemed or interpreted to grant any license to, or transfer any ownership of, any Harmonic IP

Rights to Customer, or any Customer intellectual property rights in Content to Harmonic, whether by implication, estoppel, or otherwise, including as may arise out of or in connection with providing the Service to the Customer.

10.2 Harmonic Material. In connection with Customer's use of the Service, Harmonic may provide Customer with software (e.g., CloudLink Software), utility and deployment scripts, customizations to templates, code extending the functionality of third-party applications licensed to us, Documentation, and other data that Harmonic has developed or may develop at its own expense before and during the Term (the "**Harmonic Material**"). Harmonic Material is the property of Harmonic and its licensors, and accordingly, Customer may not use Harmonic Material other than in connection with the access and use of the Service in accordance with the terms and conditions of the Agreement.

10.3 Customer Content. Customer shall be solely responsible for Customer's intellectual property rights to, and the selection, compatibility, licensing, development, accuracy, performance, operation, maintenance, and support of, all Customer Content. Harmonic may immediately (upon issuance of prompt written notice setting forth the basis for our action) remove or block access to any Customer Content on the Service (i) that Harmonic believes in good faith violates the terms and conditions of the Agreement or any of the Acceptable Use Requirements; or (ii) pursuant to a subpoena or an order issued by a court of competent jurisdiction or government agency.

11. SUPPORT SERVICES. During the Subscription Term, Harmonic, if a Support plan is set forth in the Order will provide to Customer the Support Services in accordance with the Support Agreement (Appendix A., Part A). The price for the Support plan set forth in the Order is included in the Fees. If Customer does not have an active Support Agreement, Customer may access self-help resources made available by Harmonic from time to time. Harmonic does not provide any committed response time to inquiries made through such self-help resources.

12. TERM; SUSPENSION; TERMINATION.

12.1 Term of Agreement. The Agreement commences on the Order Effective Date set forth on Customer's Order (or Customer's initial Order in the case of multiple Orders under the Agreement) and shall continue until either the last

outstanding Order under the Agreement is terminated, or the Agreement is terminated in accordance with the termination provisions herein. Orders can be terminated independently in accordance with their terms. A termination of an Order will not terminate any other outstanding Orders under the Agreement, or the Agreement. A termination of the Agreement shall terminate all outstanding Orders hereunder.

12.2 Subscription Term. A Subscription Term shall commence on the Subscription Commencement Date specified in the relevant Order and continue for either the Subscription Term specified therein, or, in the absence of such a commitment period, on a month-to-month basis. The following subscription renewal provisions shall apply if a renewal provision is not included in the applicable Order:

- a. Month-to-Month. Customer's subscription for the Service will be automatically renewed on a month-to-month basis at Harmonic's then-current rates unless either party provides the other party with at least one (1) calendar month written notice of its intention not to renew the subscription. (For example, notice sent on or before March 31 will terminate the subscription as of May 1.)
- b. Subscription Term Commitment. If Customer has a Subscription Term, at the end of the initial Subscription Term, the subscription will automatically revert to a month-to-month subscription at Harmonic's then-current rates unless either party provides the other party with written notice no later than thirty (30) days prior to the end of the initial Subscription Term of its intention not to renew. Month to month subscription can be terminated pursuant to Section 12.2.a above.

12.3 Support Agreement. A Support Agreement, if set forth in the Order, will be valid for the term set forth in the applicable Order and will be terminated in accordance with the provisions of the Support Agreement (Appendix A., Part A, Section 2). In all circumstances, all Support Agreements will be automatically terminated if Customer has no active Service. Any suspension or termination of the Service in accordance with Section 12.4 will also suspend or terminate the performance of the Support Services.

12.4 Suspension and Termination.

- a. Suspension of Service. Harmonic may suspend Customer's or its Authorized User's access to, or use of, the Service if Harmonic believes in its sole reasonable discretion that (a) Customer is causing a significant threat to the functionality, security, integrity, or availability of the Service or any content, data, or applications in the Service, or (b) Customer or its Authorized Users are violating the Acceptable Use Requirements. When reasonably practicable and lawfully permitted, Harmonic will provide Customer with advance notice of any such suspension. Harmonic will use reasonable efforts to lift the Service suspension promptly after Harmonic has determined that the issue causing the suspension has been resolved to Harmonic's satisfaction. Any suspension under this paragraph shall not excuse Customer from its obligation to make payments under the Agreement. If Customer does not adequately address the reason for suspension within sixty (60) days after suspension, then Harmonic may terminate the Agreement.
- b. Termination for Cause by Harmonic. Harmonic may immediately (and without prior notice) terminate this Agreement by sending Customer a written notice of termination if one or more of the following occurs: (i) Harmonic discovers that Customer provided Harmonic with false information on its Order necessary for registering for the Service, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation; (ii) Customer fails to adequately address a suspension event within sixty (60) days after such suspension; or (iii) Harmonic reasonably believes that Customer's use of the Service is illegal or will subject Harmonic to civil or criminal liability. Upon any such termination for cause by Harmonic, Customer will remain obligated to pay all amounts accrued or payable to Harmonic prior to the effective date of termination and all Fees payable for any remainder period in a Subscription Term.
- c. Termination for Cause by Either Party. Either Harmonic or Customer may terminate the Agreement for cause if (i) after written notice is provided to the other party of a material breach of the Agreement (including any Customer payment default or a breach of warranty), such breach remains uncured for 30 days after such notice was sent to the other party, or (ii) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for

the benefit of creditors. Upon any such termination for cause by Customer, Harmonic shall refund Customer prepaid Fees (if any) for the remainder period of the Subscription Term. Upon any such termination for cause by Harmonic, Customer will remain obligated to pay all amounts accrued or payable to Harmonic prior to the effective date of termination and all Fees payable for any remainder period in a Subscription Term.

- d. Termination for Convenience. Customer may not terminate an Order or the Agreement for convenience.

12.5 Effect of Termination. Effective immediately upon the termination of the Agreement, (a) the Service will no longer be available to Customer and Harmonic will permanently erase all Customer Content and data stored on the Service-enabling infrastructure, and (b) all Harmonic Confidential Information, including all copies thereof, must be returned to Harmonic or permanently destroyed and upon Harmonic's written request, Customer agrees to certify in writing that Customer is no longer in possession of any Harmonic Confidential Information.

12.6 Survival. In the event of termination, all terms of the Agreement that should by their nature survive termination will survive, including, Section 5 (Fees and Billing), Section 9 (Confidentiality) Sections 12.4 (Effect of Termination), 13 (Warranties, Representations, Disclaimers), 14 (Indemnification), 15 (Limitation of Liability), and 18.3 (Governing Law and Disputes).

13. WARRANTIES; REPRESENTATIONS; DISCLAIMERS.

13.1 Both Parties. Each party represents and warrants that it has the legal authority to enter into the Agreement.

13.2 Harmonic Warranties; Remedies for Breach. Harmonic warrants that during the Subscription Term the Service will be available and perform substantially in accordance with the Documentation. If the Service does not substantially meet the descriptions in the Documentation, Customer should promptly notify Harmonic either via email at support@harmonicinc.com, or for Customers with a valid Support Agreement through the Hub.

- a. HARMONIC DOES NOT WARRANT THAT THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT HARMONIC WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICE WILL MEET

CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. HARMONIC IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, AVAILABILITY, OR SECURITY OF THE SERVICE THAT ARISE FROM (A) CUSTOMER CONTENT, (B) ANY EXCLUDED ISSUES, OR (C) ANY THIRD-PARTY CONTENT OR SERVICES.

- b. FOR ANY BREACH OF THE WARRANTY FOR THE SERVICE, CUSTOMER'S EXCLUSIVE REMEDY AND HARMONIC'S ENTIRE LIABILITY SHALL BE I) TO PROVIDE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE ISSUE THAT CAUSED THE BREACH OF WARRANTY OR II) IF SUPPORT IS INCLUDED IN THE ORDER, TO PROVIDE THE SUPPORT SERVICES TO CORRECT THE ISSUE THAT CAUSED THE BREACH OF WARRANTY OR TO PROVIDE ANY OTHER REMEDIES AS DESCRIBED IN APPENDIX A.,PART B . IF HARMONIC CANNOT SUBSTANTIALLY CORRECT OR RESOLVE THE ISSUE IN A COMMERCIALY REASONABLE MANNER, CUSTOMER MAY END THE SERVICE AND HARMONIC WILL REFUND TO CUSTOMER THE USAGE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO HARMONIC (IF ANY) FOR ANY REMAINDER MONTHS IN THE SUBSCRIPTION TERM AS CUSTOMER'S SOLE REMEDY.

13.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, HARMONIC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HARMONIC HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13.4 Customer Representations. Customer represents and warrants to Harmonic that (i) the Customer information provided on the Order is accurate and complete; (ii) Customer Content deployed on the Service and Customer's use of the Service will comply with the Acceptable Use Requirements, and (iii) the execution and delivery of the Agreement will not conflict with or violate any provision of Customer's company charter, by-laws or other governing documents.

14. INDEMNIFICATION.

14.1 Indemnification by Customer. Customer shall indemnify, defend and hold Harmonic and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all third party claims, damages, liabilities, costs, settlements, penalties and expenses (including attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against Harmonic arising out of or relating to any one or more of the following: (i) a breach by Customer or its Authorized Users of the Agreement; (ii) the use of the Service by Customer or its representatives or agents, including Authorized Users; (iii) Customer Content or any violation of the Section 6.1 Acceptable Use Requirements; (iv) the alleged or actual infringement or misappropriation of any intellectual property right or other proprietary right by Customer or its agents or representatives; or (v) Customer's failure to use reasonable security precautions for the Service login process or while using the Service. Harmonic will provide Customer with written notice of the existence of any basis for indemnification and Harmonic will select its defence counsel. Customer will have the right to approve any settlement, but Customer may not unreasonably withhold its approval. Customer agrees to indemnify Harmonic from all costs, expenses and liabilities as they become due.

14.2 Indemnification by Harmonic. Subject to the Agreement, Harmonic agrees to (a) indemnify Customer, defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party, and (b) pay (i) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (ii) those damages agreed to by Harmonic in a monetary settlement of such Claim; provided, that Customer (a) promptly gives written notice of the Claim to Harmonic; (b) gives Harmonic sole control of the defence and settlement of the Claim (provided that Harmonic may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Harmonic, at Harmonic's cost, all reasonable assistance. Customer will have the right to participate in the defence, including retention of and/or advice of separate counsel, at its own expense.

15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT THE FOLLOWING LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER:

15.1 IN NO EVENT WILL HARMONIC OR ITS AFFILIATES BE LIABLE UNDER THE AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOODWILL, OR REPUTATION; AND

15.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HARMONIC AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICE UNDER THE ORDER GIVING RISE TO THE LIABILITY FOR THE SUBSCRIPTION TERM IN WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURRED.

16. NOTICES.

16.1 From Harmonic. Except as otherwise provided herein, notices Harmonic sends to Customer under the Agreement will be sent at Harmonic's own cost by certified mail or nationally recognized courier (e.g., FedEx, U.P.S.) to the Customer address set forth on the Order, or by email to the email address set forth on the Order, as may be updated by Customer in writing from time to time. Customer is responsible for keeping the primary contact email address current and accurate at all times. Any notice Harmonic sends to the then-current email address in Customer's Service profile will be deemed to be received when it is sent.

16.2 From Customer. Except as otherwise provided herein, notices Customer sends to Harmonic under the Agreement must be in writing and sent at Customer's own cost either (i) by email to support@harmonicinc.com, or (ii) by certified mail, return receipt requested, or nationally recognized courier (e.g., FedEx or U.P.S.) with a signature required to the following address: Harmonic Inc., 2590 Orchard Parkway San Jose, CA 95131 U.S., Attn: General Counsel

16.3 When Effective. A notice under the Agreement is effective when received. An email notice under the Agreement will be deemed received when sent.

17. EXPORT CONTROL. Each party shall comply with all applicable import, export and re-export control laws and regulations, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

18. GENERAL

18.1 No Waiver. Failure of Harmonic to enforce at any time any of the provisions hereof will not be construed to be a waiver of the right of Harmonic thereafter to enforce any such provisions.

18.2 Assignment. Customer will not assign or transfer (including but not limited to by operation of law, merger, or reverse merger) the Agreement, an Order or any portion hereof without the prior written consent of Harmonic, and any such attempt at assignment or transfer will be void. Harmonic may assign or transfer all or any portion of the Agreement or an Order.

18.3 Governing Law and Disputes.

18.3.1 The United Nations Convention on the International Sale of Products will not apply.

18.3.2 If the contracting Party to the Agreement is Harmonic Inc., as set forth in the Order, the Agreement will be governed by and construed in accordance with the laws of the State of California, United States of America. Any suit hereunder will be brought solely in the federal or state courts of Santa Clara County, California, U.S.A., and Customer hereby submits to personal jurisdiction in those courts.

18.3.4 If the contracting Party to the Agreement is Harmonic International GmbH, as set forth in the Order, the Agreement will be governed by and construed under the laws of Switzerland. Under Swiss law, any suit hereunder will be brought solely in the ordinary courts of Fribourg, Switzerland, and Customer hereby submits to the personal jurisdiction thereof.

18.3.5 If the contracting Party to the Agreement is Harmonic Italy S.R.L., as set forth in the Order, the Agreement will be governed by and construed under the laws of Italy. Under Italian law, any suit hereunder will be brought solely in the ordinary courts of Milan, Italy, and Customer hereby submits to the personal jurisdiction thereof.

18.3.6 If the contracting Party to the Agreement is Harmonic France SAS, as set forth in the Order, the Agreement will be governed by and construed under the laws of France. Under French, any suit hereunder will be brought solely in the ordinary courts of Rennes, France, and Customer hereby submits to the personal jurisdiction thereof.

18.4 Force Majeure. Harmonic will not be liable for any delay or failure to perform its obligations hereunder due to any occurrence beyond Harmonic's reasonable control, pandemic; electrical, internet, or telecommunication outage that is not caused by Harmonic's negligence, acts of God, fires, floods, earthquakes, explosions, riots, war, terrorism, sabotage, nuclear incidents, lockouts, strikes, other organized labour disruption, or the Excluded Issues.

18.5 Modifications. No modification to the Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by both parties.

- 18.6 Severability.** If any portion of the Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties shall seek in good faith to agree to substitute for the invalid provision a valid provision that most closely approximates its terms.
- 18.7 Entire Agreement.** This Agreement supersedes all agreements -including online marketplace agreements, proposals, oral or written, all negotiations, conversations or discussions between the parties relating to this Agreement . Customer represents that it has not relied on any representation or warranty other than those contained herein in entering into this Agreement . The terms and conditions of this Agreement, its appendices and all Orders subject to this Agreement contain the entire understanding and agreement of the parties with respect to the subject matter hereof and remain valid for so long as the Agreement is valid and not terminated in accordance with its terms.

APPENDICES:

- **Appendix A**
Part A: VOS360 Media SaaS Support Agreement (applicable only if set forth in the Order)
Part B: Service Availability /SLA
- **Appendix B:** Data Processing Agreement is available at <https://harmonicinc.box.com/v/VOS360DPA>

APPENDIX A

PART A. VOS360 MEDIA SaaS SUPPORT AGREEMENT

This Support Agreement is subject to and incorporated into the VOS360 Media SaaS Service Agreement between Harmonic and Customer. This Support Agreement provides terms and conditions for all VOS360 Media SaaS Instances and applies to the production and/or staging/lab/non-production systems of Customers having an Order that includes a Support plan.

0. Additional Definitions

Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the VOS360 Media SaaS Service Agreement.

"Account" means the account of a Customer, where all active VOS360 Media SaaS Instances designated for Customer's own use are registered (i.e., no Partner End User is registered).

"VOS360 Media SaaS Instances" mean any Service instances active under the Customer Account, either VOS360 Base, or VOS360 PRO Single or Dual instances, as these terms are defined in Part B of this Appendix A.

"Support plan" means the Standard, Premium or Premium Plus plan, as set forth in the Order that applies to all active VOS 360 Media instances of an Account.

A. AVAILABLE SUPPORT PLANS

Harmonic offers three tiers of fee-based Support plans each with defined attributes for Customers to select based on their operational requirements. The attributes of each of the Support plans is summarized in Table A. It is recommended that Customers with production VOS360 Media SaaS instance(s) opt for the Standard Support at a minimum.

1. Support plan Attributes

Following Support plans are available to the Customer for VOS360 Media SaaS Instances:

TABLE A:

	Standard	Premium	Premium Plus****
Response time to Production Incidents via Hub	5 minutes*, 24x7	5 minutes*, 24x7	5 minutes*, 24x7
Response time to general questions via Hub	One business day**	4 hours, 24x7**	1 hour, 24x7**
RCA on Service-impacting incidents on production instances	NO	YES - Upon written request Draft within 5 business days	YES - Upon written request Draft within 3 business days
Customer success Manager (CSM)	NO	A CSM team member to provide guidance and coordinate activities	Designated CSM and access to SMEs
Upgrade	Included Scheduled by Harmonic	Upgrade schedule coordinated with Customer (VOS360 PRO only)	Schedule and test plan collaboration with Customer (VOS360 PRO only)
Service Configuration changes	T&M No committed turnaround time	Up to 40 changes *** per calendar year Additional request at T&M rate	Included ***
Architectural Guidance	T&M No committed turnaround time	T&M Coordinated by CSM team	Included Coordinated by CSM
Operations and Business Reviews	NO	Operations Review: up to quarterly Business Review: up to semi-annually	Operations Review: up to monthly Business Review: Up to quarterly

Notes:

***Response time to Production Incidents via Hub:** Response time is measured from when Customer first reports/initiates a Support Conversation from the Hub in regard to a Service failure, degradation, problem or issue (an “**Incident**”) and requests Support Services, until Harmonic takes the first action or responds to Customer’s Support request on the Incident. This Response Time does not apply to staging/lab/non-production VOS360 Media SaaS Instances.

**** Response time to general questions via Hub:** Response time is measured from when Customer initiates a general conversation from the Hub, until Harmonic takes the first action or responds to Customer’s inquiry. All staging/lab/non-production VOS360 Media SaaS Instances requests are handled as general questions.

***** Included System Configuration changes:** Included change requests shall be understood as the standard system configuration changes only, performed via standard UI or public API. Day-to-day operational tasks, configuring additional workflow and customization or architectural changes in deployed solution, are excluded.

****** Available only for specific customers reaching a minimum Usage threshold amount**

For staging/lab/non-production VOS360 Media SaaS Instances, Customer will receive the same Support Services as its production instances with the following exceptions: 1) all requests made for staging/lab/non-production VOS360 Media SaaS Instances will be replied within the Response Time to general questions via Hub; and 2) Root Cause Analysis will not be provided for non-production system.

Standard Support having the attributes described in the Table A above (“**Standard Support**”), Premium Support having the attributes described in the Table A above (“**Premium Support**”) as well as Premium-Plus Support having the attributes described in the Table A above (“**Premium-Plus Support**”) are subject to the fees, set forth in the applicable Order.

Support Services under all Support plans are available 24 hours a day, 7 days a week, 365 days a year.

2. Applicability, changes, and termination

Customer shall have the same Support plan, as set forth in the Order, applicable to the entirety of its Account, i.e., Customer cannot have different Support plans within the same Account, and any change made by Customer to any VOS360 Media SaaS Instance will apply to all its VOS360Media SaaS Instances under the same Account.

Customer may amend the Support plan once per quarter by signing a new Order. Such change will be effective on the 1st day of the following calendar month based on the Order signature date. The new Support plan will be applicable to all VOS360Media SaaS Instance(s) within the same Account. In the case where Customer also has VOS Media Software instance(s), the same level of Support plan shall apply to such VOS Media Software instances.

Upon expiration of its term, the Support plan set forth in the Order will remain in effect until either party provides the other party with at least a 15-day prior written termination notice. The termination of the Support plan will be effective at the end of the calendar month the termination notification is received by the non-terminating party. Termination of a Support plan will automatically terminate all Support plans under the same Account.

3. Support Process.

Support Services includes any Incidents relating to VOS360 Media SaaS and CloudLink v2 software provided by Harmonic. Harmonic’s obligation to provide Support Services does not include support services for any Excluded Issues.

Customer will cooperate with Harmonic and provide reasonably detailed information requested by Harmonic for each Incident submitted in order to facilitate the provision of Support Services.

4. Specific terms applicable to Premium or Premium Plus Support.

4.1 Customer Success Managers (CSMs)

Customers with Premium Support will benefit from ongoing engagements with the Harmonic customer success management staff and to coordinate activities. Customers with Premium Plus Support will be assigned a named Customer Success Manager (CSM) for the account.

4.2 Subject Matter Experts (SMEs)

Customers with Premium Plus Support will have access to subject matter experts (SMEs). Engagements with SME resources can be arranged by the assigned Customer Success Manager (CSM) and SMEs will be available to contribute to the overall account success by providing technical guidance to the Customer and support the TAC on topics that may arise within the

resolution of an Incident. Testing and validation activities are not part of the scope of the SME resources. The SMEs are not dedicated to the Customer Account. A dedicated engineer, if desired, is a separately chargeable resource.

4.3 Upgrade & Maintenance

Customer with Premium or Premium Plus Support will be eligible for advanced notification of planned maintenance during pre-defined maintenance window times for their VOS360 PRO instances. An upgrade completion notification will also be sent once upgrades are completed.

In particular for Customers having a valid Premium or Premium Plus Support the CSM team will coordinate with the Customer a mutually agreeable time for upgrades on VOS360 PRO instances. The assigned CSM will coordinate pre-release review and pre-upgrade validation options with the Customer. Harmonic will also provide guidance for any pre-upgrade testing the Customer may wish to conduct. The upgrade schedule and methodology will be discussed and mutually agreed. If requested upgrade methodology results in additional usage charges, the agreed charges will be added to the Customer invoice.

For VOS360 BASE Customers having a valid Support Agreement, upgrades are scheduled by Harmonic with advanced notice.

Notwithstanding the above emergency maintenance may be carried out by Harmonic with short notice, depending on the potential impact on Service and Service Availability commitment.

4.4 Operations and Business Reviews

Customers with Premium Support will benefit from up to quarterly Operations Reviews and up to semi-annual Business Reviews. Customers with Premium Plus Support will benefit from up to monthly Operations Reviews and up to quarterly Business Reviews.

Operations Reviews are to be understood as CSM-led meetings to review Incidents, cases and other operational topics of interest. Business Reviews are to be understood as periodic CSM-led meeting to review KPIs, roadmap and other business-related topics.

4.5 Architectural Guidance

For Customers having Premium Plus Support, on per written request basis, the assigned CSM can facilitate needed consultative service to review and provide guidance on technical subjects related to the Harmonic supplied applications, such as:

- Platform sizing
- Best practices for workflow improvement and iteration
- System performance (KPI) & optimization
- Other technical topics related to the Service.

5. EXCLUDED ISSUES.

Excluded Issues that may impact the Service are outside the scope of Support Services and the scope of this Support Agreement. Furthermore, Support Services does not include dedicated engineer services, which remains an option for all Customer available under all Support Plans, subject to additional charges. Pricing for a dedicated engineer will be quoted separately by Harmonic based on time commitment and scope of work.

6. ROOT CAUSE ANALYSIS

For critical or material severity Incidents, Premium and Premium Plus Customers may request an official Root Cause Analysis (RCA). The RCA will include the following information:

- Executive Summary
- Root Cause Analysis
- Corrective Actions and Resolutions

Upon written request, Harmonic will provide an initial draft RCA report within the deadlines set forth in Table A of Section 1 above, depending on the applicable Support Plan.

7. CUSTOMER CONTACT PERSONS.

Customer will appoint up to five (5) designated Hub user for purposes of contacting Harmonic's support team regarding Support Services topics, including reporting technical Support Services topics at the Hub.

PART B. SERVICE AVAILABILITY /SLA

1. Definitions

Part B applies solely to production VOS360 Media SaaS Instances. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the VOS360 Media SaaS Service Agreement.

"VOS360 Base" means, with respect to an Order, the commercial offering of the Service that runs on Harmonic's cloud account.

"VOS360 PRO" means collectively VOS360 PRO Single Instance and VOS360 PRO Dual Instances.

"VOS360 PRO Single Instance" means, with respect to an Order, the commercial offering of the Service according to which a single instance of VOS360 PRO is running on Harmonic's or Customer's public cloud account without geo-redundancy.

"VOS360 PRO Dual Instances" means, with respect to an Order, the commercial offering of the Service according to which identical geo-redundant instances of VOS360 PRO are running on Harmonic's or Customer's public cloud account with the same services.

2. Service Availability General conditions

Harmonic will use commercially reasonable efforts to make Service available in a production environment to Customer with the applicable Monthly Uptime Percentage described below. In the event the calculated Service Availability for the specified VOS360 Media SaaS feature or function does not meet the applicable targeted availability, Customer will be eligible to receive a Service Credit as described in Section 8 below.

3. Service Availability for Linear Channel and Playout Services

3.1 Harmonic targets Service Availability for Linear Channel and Playout Services as follows:

VOS360 Base	99.9%
VOS360 PRO Single Instance	99.95%
VOS360 PRO Dual Instances	99.995%

3.2 Service Availability for Linear Channel and Playout Services, for either streaming or broadcast, is calculated as follows:

$$(\text{Maximum Available Minutes} - \text{Downtime Minutes}) \div (\text{Maximum Available Minutes})$$

- *“Maximum Available Minutes”* means the total number of minutes in a calendar month multiplied by all Customer channels that are running under the Order. For example, in a 30-day month, the Maximum Available Minutes for 1 channel running would be 43,200 minutes, the Maximum Available Minutes for 2 channels running would be 86,400 minutes, etc. When running a channel for only part of the month, the channel will be deemed 100% available for the part(s) of the month it was not running.
- *“Downtime”* means the sum of all minutes in which the output of a channel on the Service has no audio and/or video signal available.
- *“Downtime Minutes”* means the total number of minutes of Downtime in a calendar month across all Customer channels that are running under the Order.

4. Service Availability for Origin Delivery

4.1 Harmonic targets Service Availability for Origin Delivery (egress) services as follows:

VOS360 Base	99.9%
VOS360 PRO Single Instance	99.95%
VOS360 PRO Dual Instances	99.995%

4.2 Service Availability for Origin Delivery is calculated as follows:

$$(\text{Total Origin HTTP Requests} - \text{Failed Requests}) \div (\text{Total Origin HTTP Requests})$$

- *“Total Origin HTTP Requests”* means the total valid origin HTTP requests made by Customer and received by Harmonic in a calendar month. Total Origin HTTP Requests does not include requests returning an error that are repeated within a 5-minute period after the first error is received.
- *“Failed Requests”* means the total of all valid origin HTTP requests that return a 500 or 503 failure code, or a success code 200 after 30 seconds from Harmonic’s receipt of the request.

5. Service Availability Calculation for Manifest Manipulation

5.1 Harmonic targets Service Availability for Manifest Manipulation services as follows:

VOS360 BASE	99.9%
VOS360 PRO Single Instance	99.95%
VOS360 PRO Dual Instances	99.995%

5.2 Service Availability for Manifest Manipulation services is calculated as follows:

$$(\text{Total Manifest Requests} - \text{Failed Manifest Requests}) \div (\text{Total Manifest Requests})$$

- *“Total Manifests Requests”* means the total valid Manifest Manipulation requests received by Harmonic in a calendar month, including server-side dynamic ad insertion, blackout, channel assembly and channel variant requests.
- *“Failed Manifest Requests”* means server-side dynamic ad insertion, blackout, channel assembly and channel variant requests that return 5xx HTTP error codes from Harmonic, and/or the response time is greater than 2 seconds.

6. Service Reliability for File Transcoding

6.1 Harmonic targets completion of file transcoding of a valid video file, once ingest is complete, within the timeframes specified in the product specifications of the Service.

6.2 Harmonic targets Service reliability for File Transcoding in a calendar month at: 99.0%.

6.3 Service Reliability for File Transcoding is calculated as follows:

$$(\text{Total File Transcode Processes} - \text{Total File Transcode Errors}) \div \text{Total File Transcode Processes}$$

- *“Total File Transcode Processes”* means the total file transcoding processes initiated in the Service in a calendar month.
- *“Total File Transcode Errors”* means total file transcode errors in a calendar month.
- *“Transcode Error”* means failure to transcode a file within the applicable File Transcoding Committed Duration, assuming the file format is compliant with applicable format standards and supported by the Service.
- *“File Transcoding Committed Duration”* means to take no longer than ((file duration x format factor) + 10 minutes) to complete the transcoding of a video file.

Format factor example (as specified in the Service product specifications):

Format	Factor
SD	x1
HD	x2
UHD *	x3 *

* Not Applicable for VOS360 Base

6.4 The amount of maximum concurrent file transcoding processes is bound and limited by the Service product specifications (i.e., maximum concurrent transcoding processes). If Customer has requested more file transcoding processes than allowed by such product specifications, any Transcode Errors will not be included in the Total File Transcode Errors count.

7. Service Availability for Live Events

7.1 For Customer’s having VOS360PRO Dual Instance Harmonic targets Service Availability for Live Events as follows: continuous Service during the duration of the live event with no Service outage that lasts more than 5 consecutive seconds; provided, that, Customer deploys the live event in accordance with the following conditions:

- (i) VOS360 PRO Dual Instance architecture;
- (ii) Dual sources that are in sync;
- (iii) Event configuration is established at least 30 minutes before the start of the live event; and
- (iv) Duration of the live event does not exceed 6 hours.

7.2 For Customers that launch a live event with a VOS360 PRO Single Instance and/or do not meet any or all of the other conditions set forth above, Harmonic will target providing the same Service Availability as Service Availability for Linear Channel and Payout services (i.e., 99.95% for a 24x7 service running for a calendar month).

8. SERVICE CREDITS.

If Harmonic fails to meet the applicable Service Availability commitments set forth above in any calendar month during the Subscription Term, Harmonic will issue a credit to Customer in accordance with the process set forth below. Service Credits provided in accordance with this clause shall be Harmonic's sole liability, and Customer's sole and exclusive remedy, for Harmonic's failure to meet the applicable Service Availability commitment.

8.1 Service Credits for Linear Channel and Payout services, Origin Delivery service, and Manifest Manipulation services

- a. Credits for Linear Channel and Payout services, Origin Delivery services, and Manifest Manipulation services will be calculated based on the total value of the applicable service usage by Customer during the month in which credits are earned as the result of a Service Availability issue in that month. For each service, according to the actual Service uptime, a percentage of the monthly payment for that specific service will be credited in the following month, as follows:

VOS360 PRO

Percentage of Service Availability (per calendar month)	Service Credits for VOS360 PRO Single Instance (calendar days of Service)	Service Credits for VOS360 PRO Dual Instances (calendar days of Service)
< 100% but ≥ 99.995%	0%	0%
< 99.995% but ≥ 99.95%	0%	3%
<99.95% but ≥ 99.9	3%	6%
< 99.9% but ≥ 99.5%	9%	13%
< 99.5%	23%	33%
<99.0%	23%	46%
<95.0%	23%	75%

VOS360 BASE

Percentage of Service Availability (per calendar month)	Service Credits for VOS360 BASE Instance (calendar days of Service)
< 100% but ≥ 99.9%	0%
<99.9% but ≥ 99.7	3%
< 99.7% but ≥ 99.5%	9%
< 99.5%	23%

8.2 Service Credits for File Transcoding service

- a. Credits for the File Transcoding service are calculated based on the total value of File Transcoding usage by Customer during the month in which credits are earned as the result of a Service Reliability issue in that month.
- b. A percentage of the monthly payment for the File Transcoding service will be credited in the following month, as follows:

Monthly Service Timeliness	Credits
99% to 100%	0%
95% to 99%	10%
Under 95%	30%

8.3 Service Credits for Live Event services

- a. If a Service outage occurs during a live event that takes more than 5 seconds to resolve, Customer will be eligible to receive a full refund for fees paid by Customer for processing and delivery under the Service for the event.

8.4 Other Service Credit Terms

- a. Breach or default. Notwithstanding the foregoing, Customer will not be eligible to receive any Service Credits if Customer is past due or in default with respect to any payment to Harmonic or is in material breach of the Agreement.
- b. Service Credit Exclusions Due to Permitted Downtime. Customer will not receive Service Credits for any Permitted Downtime. **"Permitted Downtime"** means Downtime that is: (a) resolved in less than 5 seconds; (b) due to scheduled maintenance, upgrades or modifications relating to the Service, where Customer has received reasonable prior notice from Harmonic; (c) caused by or resulting from an Excluded Issue; (d) due to Customer's breach of its obligations under the Agreement; (e) required by law or regulation as determined by Harmonic in its reasonable discretion; or (f) intentionally caused by Harmonic in its reasonable discretion as being necessary to protect the Service and/or Service customers from unauthorized access to the Service or a hacking or other cyber-attack on the Service.