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Avid Support Plan Description Elite Live

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Elite Live is a mission-critical offer available for Live Sound products. Specific components of this offer include:

a) Information Services

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

b) Technical Support

Technical Support is available via Web case logging with 7 days x 24 hours access. Web case logging is the preferred form of contacting support for all non-critical issues. Avid will use reasonable commercial efforts to meet a 1-hour response target for all logged requests.

"Response" shall mean the initiation of an action by Avid to the support request. The service provided by Avid is limited to Avid qualified hardware and software.

"Critical Issues" shall mean the customer is experiencing an issue for which there is no acceptable work alternative and that is seriously impacting the customer's ability to conduct business.

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

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

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

c) Software Patches and Updates

From time to time Avid will make available to the customer software patches and Updates. "Updates" are any of the following: maintenance releases and software feature releases (also called software upgrades). When applicable, Avid may also distribute customer specific bug fixes ("Bug Fixes"). Bug Fixes have limited testing and are distributed only to those customers exhibiting the particular issues that are addressed by the Bug Fixes. Avid may, at its discretion, post freely downloadable software patches, Bug Fixes or Updates on www.avid.com.

This plan only covers software patches and Updates for current shipping software releases.

No back releases will be provided. Customers are not entitled to any refunds or credits for past purchases of software Updates. Rights to software Updates cease with support plan termination or expiration.

d) Professional services, training services, additional required upgrades of hardware, software or third party products; and the installation of patches or Updates are not included with the software patches or Updates. All such additional upgrades and services must be purchased separately.

e) Hardware Coverage

Advance Hardware replacement is included under Elite Live support coverage at no additional charge.

Customers will be entitled to have a replacement part shipped in advance of Avid receiving back the faulty part. Avid will use reasonable commercial efforts to ensure Same-Day dispatch from depot for Elite Live support plans.

A request for advance hardware exchange for a console replacement must be accepted by Avid by 12:00 pm local time (for the Avid Depot location) for that request to be considered "received" during that working day, and a request for a replacement module or part must be accepted by Avid by 3:00 pm local time (for the Avid Depot location) for that request to be considered "received" during that working day. Certain geographical locations and/or customs restrictions may delay delivery and these will be notified as soon as Avid becomes aware that there is an issue. Failure to return the faulty part within 14 days of shipment of the replacement part to the customer ("the Return Period") will result in Avid invoicing customer for the full retail price of the replacement part.

Parts returned to Avid outside the Return Period, will be credited at Avid's sole discretion and, if a credit is agreed by Avid, this credit may not be at the full invoiced price. Avid reserves the right to suspend advance parts shipment where there are outstanding invoices relating to replacement parts.

Customers should not return parts to Avid without first confirming a failure with Avid customer support. If a customer chooses to return a part without this confirmation and no fault is found, Avid reserves the right to charge the customer a freight, handling and diagnosis charge; at Avid's then-current rates (available upon request).

Avid reserves the right to remove hardware coverage from this plan for products that have been in use for more than five years. Per-event repair or replacement purchase options may be available for an additional fee.

f) Escalation Process

Avid employs an industry-standard escalation process for all support events that cannot be resolved within a reasonable time. This process provides for increasing levels of resources and technical assistance to be applied based on both elapsed time and the level of severity of the issue.

Avid also uses a severity/priority escalation matrix to determine appropriate response for any escalation and holds the right to exclusively determine the severity level of an issue. Avid will leverage customer feedback to set the appropriate priority level for all escalations that will help

determine the appropriate level of response and will communicate the escalation status to senior executives at both the customer and Avid.

g) Remote Connectivity

For products with remote connectivity, Avid provides remote support to customers from our global support centers using remote console access and diagnostic tools. Customers are expected to provide remote access to Avid equipment to aid in the diagnosis and troubleshooting process. For products with remote connectivity, Avid Technical Support personnel will use secure tools to directly access the user interface in order to test and/or resolve technical issues. Avid reserves the right to charge an additional support difficulty surcharge; at Avid's then-current rates (available upon request); on all support contracts when the customer is unable, or unwilling, to provide remote access to the supported equipment. This surcharge does not entitle the customer to onsite support.

- h) Onsite Support Onsite support provides an appropriate technical resource at the customer's location for "hands-on" technical assistance due to a "critical" issue which needs to be mutually agreed to between the customer and Avid. "Critical Issue" shall mean the customer is experiencing an issue for which there is no acceptable work alternative and that is seriously impacting the customer's ability to conduct business.

Onsite support is not available in all locations, does not include travel time and expenses, and is provided at Avid's sole discretion.

If possible, Onsite support should be scheduled in advance. Avid will use reasonable efforts to respond to requests for onsite support by providing resources within two business days for customers with all of their Avid products covered under an Elite Live contract.

Avid reserves the right to make changes to our onsite support policies and procedures without prior notice.

i) Exclusions from Coverage

This Support Plan does not apply to third party products, except when explicitly stated in Avid documentation. Please contact the original manufacturer of the third party product for information about support services, if any, offered for such third party product.