



Avid Technology, Inc.
75 Network Drive
Burlington, MA 01830 USA

Avid Technology International B.V.
4051 Kingswood Drive
Citywest Business Campus
Dublin 24, Ireland

Avid Technology KK
4F ATT Building
2-11-7 Akasaka, Minato-Ku
Tokyo 107-0052, Japan

Avid Advantage Support Plan Description Legacy

Legacy is a non-mission critical, best-effort support offer available for some Avid products that have passed their final sale date. 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 issues. Avid will use reasonable commercial efforts to meet a 24-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.

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

Avid will also provide 7 days x 24 hours technical support via telephone for Urgent Issues with no priority queuing under Legacy support plans. "No priority queuing" means the call will be addressed after all calls preceding it and all calls of a higher priority have been addressed.

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) Bug Fixes

Legacy support does not provide access to any new releases, patches or software updates. "Updates" are any of the following: maintenance releases and software feature releases (also called software upgrades). Avid does not certify these updates against legacy software and the customer assumes responsibility the application thereof causes unexpected system issues.

Legacy support does not provide access to customer software patches and updates comprising customer-specific bug fixes ("Bug Fixes").

d) Hardware Coverage

Avid Legacy support does not explicitly provide hardware coverage. However, if parts are available, and Avid customer support confirms a failure, Avid will make every reasonable effort to make these parts available to customers on a first come, first served basis.

Customers will be charged the applicable fee for the replacement part provided. Avid will use reasonable commercial efforts to ensure Two Business Day dispatch from depot (excludes weekends and public holidays local to the Avid depot). 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.

Per-event repair or replacement purchase options may be available for an additional fee.

e) 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.

Legacy support is best effort, and as such, does not include Escalations. Escalations will be initiated only at Avid's sole discretion.

f) 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 customer 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.

g) Onsite Support not provided

Onsite assistance is available only at Avid's discretion and chargeable at Avid's then-current rates (available upon request), together with travel time and expenses, at the time of provision of the service. It is charged on a daily rate that cannot be pro-rated for parts of a day (unless contractually agreed to in advance of a request). A "day" is defined as not more than nine hours of onsite presence; to include appropriate breaks for meals, etc. (local labor laws apply).

Avid will use reasonable efforts to respond to requests for onsite support. Onsite assistance

is not available in all locations and is provided at Avid's sole discretion.

Onsite support service charges are non-refundable. Avid reserves the right to make changes to our onsite support policies and procedures without prior notice.

h) 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.