



Avid Technology, Inc.
75 Network Drive
Burlington, MA 01803

Avid Technology International B.V.
Carmanhall Road
Sandyford Industrial Estate
Dublin 18, Ireland

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

Avid Advantage Support Plan Terms and Conditions

These Support Plan Terms and Conditions, together with a signed Sales Quotation(s) forms an agreement (the "Agreement") between either Avid Technology, Inc. Avid Technology International BV or Avid Japan KK (including its affiliates) ("Avid") and you, the end-user identified on the Sales Quotation(s). Please read these Terms and Conditions carefully. These terms apply to the services performed by Avid as part of the Support Plan you purchased from Avid as evidenced by a Sales Quotation.

The Sales Quotation will list those products for which Services will be provided, specifying the Support Plan selected, Support Plan start date and charges. A description of the Support Plan(s) you purchased is attached.

1. Term of Support Plan

- 1.1 Unless otherwise specified in writing on the Sales Quotation or other contractual document, the Support Plan term is one year beginning on the date of shipment for new equipment and the date of renewal for existing equipment (the "Term") which term may be renewed for additional one year terms (each a "Renewal Term").
- 1.2 Either party may terminate the Support Plan at any time due to a failure by the other party to perform any of its material obligations hereunder, provided such failure is not corrected within thirty (30) days after receipt of written notice from the non-defaulting party. The parties agree that they will make every effort to resolve any disputes by negotiation between the parties. A pro rata portion of the support payments may be refunded in the event of a default by Avid.

2. Customer Responsibilities

- 2.1 You confirm that on the support start date the product(s) or system(s) covered hereunder are in good and operable condition.
- 2.2 You will only use Avid products in accordance with technical requirements stipulated in the applicable product specifications.
- 2.3 You will only use Avid-supplied or Avid-approved products and peripherals. If non-standard or non Avid-approved products are used, Avid may, at its sole option, refuse to provide service.
- 2.4 You will promptly install all updates furnished by or on behalf of Avid.
- 2.5 You will allow Avid reasonable access to products and necessary data, which may include remote access.
- 2.6 You will notify Avid in writing prior to relocating products or in the event that the internal printed circuit boards are swapped. Avid will advise, based on logistics and expected length of relocation, whether it can continue to provide support and whether the provision of support will need to be transferred to a local Avid office or ASP. Avid shall have no obligation to continue service on system(s) that have been relocated or in which parts have been swapped without prior written notice. Products moved to a new location may be subject to adjusted rates.

- 2.7 It is your responsibility to adequately insure the Products against loss or damage not covered by Avid's Support Plans, including by way of example and not as a limitation, damage due to flood, hurricane, tornado or other "acts of God," fire, electrical power surges, environmental contamination, hacking, theft, vandalism, misuse, neglect, acts of war or terrorism, and other external sources. Avid does not accept responsibility to repair or replace Products under any of the foregoing circumstances.
- 2.8 It is your responsibility to ensure that maintenance and any services performed on the Products are performed by Avid or Avid-approved personnel. Avid may, at its sole option, refuse to provide support services under this Agreement where issues have arisen due to errors made by non-Avid or non-Avid-approved personnel.
- 2.9 You will provide Avid with a list of system ID's; serial numbers; or other specified unique identifiers for the products to be covered under the Support Plan.

3. Charges and Terms of Payment

- 3.1 Service charges: Avid shall invoice you annually in advance, or will authorize the ASP to invoice you on its behalf, for the charges as specified on the Sales Quotation. These service charges are due and payable in advance. All prices for service charges are exclusive of all excise tax, sales, use, transfer and other taxes and duties imposed by any governmental authority, all of which taxes and duties must be paid by you.
- 3.2 Overdue amounts will bear interest at the rate of one and one half percent (1.5%) per month or such lower rate as is the highest rate permitted by applicable law. Avid may immediately terminate or suspend this Agreement in the event you are delinquent in the payment of any invoice from Avid for a period in excess of thirty (30) days.
- 3.3 Support services, parts and repairs which are not covered by the Support Plan purchased, will be provided at Avid's then prevailing billing rate for such services, parts or repairs.
- 3.4 Notification of any change in the annual service charges will be given to you prior to annual renewal. Customers should expect to see increases in annual service charges as installed equipment ages and when the equipment is no longer actively sold.
- 3.5 Unless prohibited by local law, Avid retains the right to modify or withdraw Support Plan coverage at any time. Changes to Support Plan coverage during the active Term will result in a pro rata partial credit or refund of the support plan payment.
- 3.6 Pursuant to industry-standard practice, Avid regularly designates older products as "end of life" (no longer available for sale) and "end of support" and publicly announces such designations (see avid.force.com/pkb/articles/fag/End-of-support-dates). Products that have reached or passed the End of Support date are not eligible for any form of support including replacement part coverage.
- 3.7 For customers that have allowed support coverage to lapse, there will be a forty-five (45) day waiting period after reinstatement before replacement parts or hardware coverage become available.

4. Additional and On-Site Services

- 4.1 If you wish to obtain any services or parts that are not covered by your Support Plan (such as on-site services or preventive maintenance checks), such services will be provided at Avid's then prevailing rate for such services or parts.
- 4.2 Certain services provided over the telephone and/or via the web may also be subject to

separate charges.

5. Support Plan Services Warranties

Avid warrants that Support Plan services will be performed in a good and workmanlike manner and in accordance with industry standards. Avid shall re-perform any work not in compliance with this warranty, provided that such material non-compliance is brought to its attention within a reasonable time (not to exceed thirty (30) days), after that work is performed. You agree that the foregoing remedy is your exclusive remedy for breach of the foregoing warranty.

- 5.1 THE PRECEDING IS AVID'S ONLY EXPRESS WARRANTY CONCERNING THE SUPPORT PLAN SERVICES, AND, TO THE EXTENT PERMITTED BY LOCAL LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, TERMS, CONDITIONS, AND REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

6. Limitation of Liability & Exclusion of Damages

- 6.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AVID'S AGGREGATE LIABILITY ARISING OUT OF THE PROVISION OF SUPPORT PLAN SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF AVID HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, SHALL NOT EXCEED THE ACTUAL PAYMENT MADE BY YOU FOR THE SUPPORT PLAN SERVICES DURING THE TERM.
- 6.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AVID, BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR LOSS OF USE DAMAGES (INCLUDING, WITHOUT LIMITATION, "DOWNTIME") OR LOSS OF PROFITS, BUSINESS OR ANTICIPATED SAVINGS (WHETHER DIRECT OR INDIRECT) ARISING HEREUNDER OR FROM THE PROVISION OF SUPPORT PLAN SERVICES OR ANY DELAY OR FAILURE TO DELIVER SUCH SERVICES, EVEN IF AVID HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.
- 6.3 AVID DOES NOT EXCLUDE LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF AVID, ITS EMPLOYEES OR AUTHORISED REPRESENTATIVES; OR (B) LIABILITY FOR FRAUD.

7. Confidentiality

Each party may be given access to information (in tangible form, or which is demonstrated, displayed or disclosed orally) identified by the disclosing party as confidential information ("Confidential Information"), including without limitation pricing information. You and Avid each agree that you will not, without the prior written consent of the other party or as required by applicable law or by any regulatory body with jurisdiction over the disclosing party directly or indirectly communicate or disclose to any person except employees or agents who need to have access in order to carry out their duties and who are bound by appropriate confidentiality and non-disclosure agreements any confidential knowledge or information concerning the other party which it obtains as a result of Avid's provision of Support Plan services. For the purposes of this paragraph, knowledge or information acquired by a party which (i) is or becomes generally available to the public,

(ii) is received from a third party who had obtained the knowledge or information lawfully and was under no obligation of secrecy, (iii) was in the party's possession before receipt of the information from the other party, or (iv) is independently developed by the party without reference to the other party's confidential information, shall be deemed not to be confidential knowledge or information.

- 7.1 For Customers based in the European Union please note that the information you provide to Avid, its parent or its subsidiaries, its affiliates or its branches, may be transferred outside the European Economic Area, for purposes of processing by Avid Technology, Inc., a company located in Burlington, Massachusetts, USA, or its affiliates or subsidiaries, or its authorized partners, located worldwide, including in countries which do not provide a level of protection equivalent to that required in the European Union, in order to provide you with these services. You are particularly advised that the U.S. uses a sectoral model of privacy protection based on a mix of legislation, governmental regulation and self-regulation. You are further advised that the Council of the European Union believes that this model does not provide an adequate level of protection as referred to in Article 25 of the European Union's Data Directive 95/46/EC, OJ 1995 (L281) 31.

Article 26 of this Directive allows for transfer of personal data from the European Union to a third country if the individual has unambiguously consented to the transfer of personal information, regardless of the level of protection applied by third countries. By accepting these Terms, you and your staff agree to the transfer of such information to the United States and the processing of such information as provided herein.

8. General

- 8.1 These Terms and Conditions are intended to govern Avid's Customer Support Offerings which are sold as annual plans. These terms and conditions do not apply to Avid's standard product warranty or to customer support for certain consumer products sold on a per incident basis.
- 8.2 These Terms and Conditions along with the Support Plan description and the applicable Sales Order(s) Agreement constitute a legally binding agreement and supersede all prior agreements and understandings between the parties related to the subject matter herein, and are intended by the parties to be the complete and exclusive statement of the terms of their agreement. Any proposed variations in any purchase order or other communication shall be null and void unless the same shall be agreed to in writing by authorized representatives of you and Avid.
- 8.3 Neither party shall be considered in default in performance of its obligations if performance of such obligations is prevented or delayed by acts of God or government, war, riots, terrorism, acts of civil disorder, labor disputes, failure or delay of transportation, or any other similar cause or causes beyond its reasonable control.
- 8.4 Avid conducts its business operations through entities it owns or controls, as well as through authorized third parties such as Authorized Support Providers (ASPs). It is understood and agreed by the parties that Support Plan services to be performed under this Agreement may be conducted by and through such controlled entities and authorized third parties, rather than by Avid directly.
- 8.5 Each party contracts as an independent contractor, and not as an agent or partner of the other for any purpose whatsoever, and nothing in this Agreement creates or shall be

deemed to create a partnership, joint venture or similar relationship between such parties. Except as may be specified in writing, neither party has the authority to bind the other party or make any commitments of any kind for or on behalf of the other party.

- 8.6 Your rights hereunder may not be transferred by assignment, operation of law or otherwise, any such attempted assignment or other transfer shall be null and void.
- 8.7 The remedies contained herein are cumulative and in addition to any other remedies at law or equity. A party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.
- 8.8 Any notice or communication required or permitted hereunder shall be in writing and shall be deemed effective upon receipt when personally delivered, delivered by private international courier service with tracking capability (such as Federal Express or DHL) or five days after being sent by first-class air mail, postage prepaid, to a party at: (a) for you the address listed on the Sales Order and (b) for Avid to the Attention of the General Counsel at Avid Technology, Inc., 75 Network Drive, Burlington, MA 01803 USA.
- 8.9 EXPORT RESTRICTIONS. Avid products and services are subject to United States export laws and regulations. You must comply with these laws and any other applicable laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For further information, please see <http://www.bis.doc.gov>.
- 8.10 Except where the local laws of the country in which you are based specifically override and take precedence over any of the terms set out in this document, for customers based in the Americas and Asia Pacific, these Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, without giving effect to its rules governing the conflict of laws, and the parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in Massachusetts; and for customers outside of the Americas and Asia Pacific region (excluding Germany which has separate Terms and Conditions), these Terms and Conditions shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.