



VideoFlow Ltd.
Global Maintenance & Support Plan

Terms and Conditions

MAINTENANCE AND SUPPORT PLAN

VideoFlow provides maintenance and support for Products provided to Customer's¹ of VideoFlow, in accordance with the terms and conditions of this Support Plan, and the agreement executed between VideoFlow and its Customer. The terms of support will depend on the specific terms of Customer's Agreement with VideoFlow, and the Support Plan subscribed to by Customer for each of location. The terms of this Support Plan may change from time to time. Any such changes will be effective as of Customer's next support renewal term. Please retrieve and review this document on an annual basis to ensure the Support Plan is the plan you desire for the next support term.

1. PLAN SUMMARY

Support Pack Type	Silver	Gold	Platinum
Availability ²	9am to 6pm Monday – Friday	24x7	24X7
Respond time	Within 1 business days	Within 4 business hours	Within 2 Business hours
A dedicated support Hotline	Yes	Yes	Yes
Support portal access	Yes	Yes	Yes
Minor Version Update	Included	Included	Included
Software Upgrades	No	Include	Include
RMA Plan ^{4,6,7}	Return to Depot	Return to Depot	Advanced

¹ A “Customer” as referenced in this Support Plan is either (i) a direct customer of VideoFlow (where the customer has purchased support services directly from VideoFlow), or (ii) a partner of VideoFlow (where that partner has sold support services to its end user, with a portion of those fees paid to VideoFlow for the performance of its tiered obligations) and that partner’s end user.

² For North America, Central America & LATAM time is US ET; for EMEA time is GMT+1.

³ The suggested discount levels doesn’t allow "double promotions "

⁴ Solely for Hardware provided by VideoFlow to Customer under the Agreement.

⁵ The suggested discount levels don’t allow "double promotions "

⁶ **Warranty** - Provided by default for 1st year ONLY, upon product purchase, include an RMA Plan

⁷ Return shipping paid by customer



2. SUPPORT

2.1 SUPPORT PROCESS

The VideoFlow Customer Support Center (details listed below) is the focal point for every type of Customer request relating to the use and support of licensed Product. To initiate a request, a Designated Employee from Customer should contact the Customer Support Center during the hours in which support is provided under Customer's Support Plan. Upon initiation of a support request, the VideoFlow support representative will open a Service Ticket to document the problem, and will provide customer with a Service Ticket number for future reference.

Service Tickets relating to Product Errors are assigned to a support engineer based on the severity level of the Error, the order in which they are received and the Customer's Support Plan. VideoFlow support engineer, will respond and contact the customer in order to provide support, according to the plan Response Time.

The following information is required when opening a Service Ticket:

- Unit Serial Number
- Customer name, contact name, phone number, cell/pager number, email address
- Site location
- Product and Product version
- Detailed description of the problem
- Events leading up to the problem
- Any configuration changes made to the Product and/or Customer Environment

VideoFlow Customer Support Center Details

Support Email helpdesk@Video-Flow.com

By WEB WWW.Video-Flow.Com

3. REPLACEMENT PLAN

For Customers with Hardware covered by this Support Plan, VideoFlow shall provide replacement units based on VideoFlow's technical approval. Replacement units may be new or refurbished. VideoFlow will fully test each replacement unit, and will configure the replacement units in accordance to the faulty unit specific configuration.

Any defective unit shall become the property of VideoFlow. It is the responsibility of Customer to return all defective unit(s) to VideoFlow, and the risk of loss for such units remains with Customer until VideoFlow's actual receipt of those units.

Customer shall provide custom clearance in the country where Support is provided. Shipment of any units must conform to VideoFlow's Repair Material Authorization ("RMA") procedures.



4. REPAIRS PROCEDURE

4.1 Return Authorization

Upon identifying a faulty component covered by this Support Plan, Customer should open a Service Ticket using the service call procedure outlined above and obtain an RMA number from the VideoFlow Customer Support Center. RMA shipments to VideoFlow must be shipped *CIP (Cost and Insurance Paid), or equivalent at Customer expense, as per Incoterms 2000. RMA shipments from VideoFlow to Customer will be shipped as CIP (Cost and Insurance Paid), or equivalent at VideoFlow expense, under Incoterms 2000. The RMA number should be clearly marked on the returned item, as well as the package and shipping documents. Each RMA shipment to VideoFlow should contain a clear 'ship to' return address for the return shipment to Customer.

* RMA shipment of DOA (Dead on Arrival) units for newly delivered orders, will be paid by VideoFlow.

4.2 Advance RMA

Advance RMA of critical units is available for the Platinum Support Plan Customers. For the Advance RMA process, VideoFlow will ship replacement units to Customer in advance of receiving the Customer's defective unit. Customer must return the defective unit for receipt by VideoFlow within 30 days of shipment of the replacement unit. All defective units returned to VideoFlow must be shipped CIP. In the event VideoFlow does not receive the defective unit back from Customer within 30 days of shipment of the replacement unit, VideoFlow shall invoice Customer for the full list price of that unit, and Customer agrees to pay that invoice in accordance with the Agreement payment terms.



5. REQUIREMENTS FOR SUPPORT

5.1 REMOTE ACCESS

VideoFlow requires remote access to Customer locations (or end users' location with respect to partner Customers) for supporting and resolving Errors a Customer may experience with Products.

5.2 EXCLUSIONS FROM SUPPORT

To be eligible for support services under Customer's Support Plan, the Product must (i) be in good working order as of the start of the current support term and (ii) be maintained by Customer in accordance with the Documentation. This Support Plan does not cover support for Errors in any Product where that Error is a result of:

- Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Product; or problems to or caused by products or services not provided by VideoFlow;
- Product modification, amendment, revision, or change by any party other than VideoFlow or VideoFlow's authorized representatives; or
- Electrical failure, RF chain failure, Internet connection problems, data input/output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under Customer's exclusive control, and Customer's sole responsibility.

If any support services are provided as a result of any of the foregoing, Customer agrees to pay VideoFlow for those services.

IMPORTANT NOTE: For Customer who renewed his support package, Once New support plan is activated, there is a 6 weeks "waiting period" before he can RMA's equipment under the new warranty contract.

Note: The Support Plan does not cover Units who's their Warranty label/Sticker is damaged or missing

5.3 ADDITIONAL SERVICES

This Support Plan does not include services required for (i) installation, configuration and training related to the initial installation of any Products and/or the installation of any Updates or new Versions, (ii) any moves, adds or other changes of any Products requested by Customer, (iii) support or updates to any other Customer specific deliverables, (iv) support or correction of any problems resulting from hardware and/or software not provided by VideoFlow, or (v) replacement of any Hardware other than for purposes of support under this support plan. Customer agrees to pay VideoFlow, at VideoFlow's current rate, all service fees and related expenses for any services provided by VideoFlow where those services are not included as a part of Customer's Support Plan.

6. SUPPORT AND MAINTENANCE FEES

The following table details the support fee based on the List price of the covered equipment and licensing based on the then current Price List as published by Video Flow from time to time related to each Support level plan, and the term of the Support and Maintenance Agreement.

Plan Type	Extended Support Plan (With Product Purchase)		
	Single Year	2 Years	3 years
Silver Plan	10%	18%	24%
Gold Plan	14%	25%	34%
Platinum Plan	16%	29%	38%

Services Description ¹	List Price
Adding a client to a license server	\$185
Professional Services package of min. 5 hours + must have a valid support package	\$300/h
License transfer	\$1000
Software License upgrade	\$995

¹ Only customers with a valid support pack can purchase any of the above services

Payments terms:

- Multiple Years Program- Advanced Payment of the support plan fee for the selected term.
- With Product Purchase – Same as the Product payments terms.



7. DEFINITIONS

All definitions shall be as defined herein and if not so defined shall be as defined in Customer's Agreement with VideoFlow for the license and/or purchase of Product.

"Agreement" means VideoFlow's terms and conditions as described in VideoFlow's standard software End User License Agreement (the "**VideoFlow EULA**") as provided by VideoFlow for each Product purchase, and the provision of support services by VideoFlow.

"Customer" means an entity which purchased VideoFlow products, where that entity is (i) a direct customer of VideoFlow, or (ii) a partner of VideoFlow that sells and/or licenses products to end users.

"Customer Environment" means the system environment (excluding any software and/or hardware expressly provided by VideoFlow under the Agreement) separately procured, prepared and maintained by Customer for the use and operation of the Product, which meets VideoFlow's then-current minimum Product requirements.

"Designated Employees" means a Customer personnel per location, who have received training from VideoFlow.

"Documentation" means VideoFlow's documentation delivered with the Products describing the specifications and use of the Products in the Customer Environment.

"DOA (Dead on Arrival)" means units that were tested within 3 months after shipment date for newly orders.

"Error" means a failure of the Products to substantially conform to the Documentation that VideoFlow can replicate or Customer can duplicate.

"Error Correction" means revisions, modifications, alterations, and additions to the Software, provided by VideoFlow to Customer as bug fixes or workarounds to resolve Errors.

"Hardware" means the equipment provided by VideoFlow to Customer under the Agreement and this Support Plan. The term "Hardware" shall not include any hardware that is required as part of the Customer Environment, but is not specified on an order as provided by VideoFlow.

"Product" means collectively, items and related Documentation provided by VideoFlow to Customer under the Agreement.

"Software" means the computer application programs (including, if applicable, any Updates and other developments provided to Customer hereunder) in object code form developed and owned by VideoFlow or its licensor(s) and licensed under the Agreement and/or hereunder.

"Support Plan" means the terms and conditions contained in this document.

"Updates" means periodic improvements or additions to the Software, including Error Corrections and other changes to the Software, that may be provided hereunder, if so specified for the Support Plan subscribed to by Customer, but excluding any new Software feature or substantial additional functionality which, in VideoFlow's sole discretion, is subject to additional fees.

"VideoFlow" means the specific VideoFlow Ltd. entity that has executed an Agreement with Customer.

"Version" means the Software configuration identified by a numeric representation, including, without limitation, all service packs and other Updates provided hereunder that are applicable to that Software.