

## SERVICE LEVEL AGREEMENT AUDIO VISUAL PRODUCTIONS

This Service Level Agreement governs all Services that are performed and all facilities that are delivered by MC Facilities B.V. trading under the name of FilmPartners International (hereafter 'FilmPartners'), for customers with regards to audio-visual productions. FilmPartners warrants that it will use commercially reasonable efforts to perform the Services described hereunder. The service level agreement forms a separate addition to the **General Terms and Conditions** applicable to all services of FilmPartners.

### SERVICE AND SUPPORT

Area	Action	Details
Contract, Finance and term	Quotation, contract, costs and billing	<ul style="list-style-type: none"> <li>• A service and cost overview with regards to a certain project will be presented to the Customer in the quotation stage.</li> <li>• After approval FilmPartners will draft a contract following written approval of the costs and other specific conditions.</li> <li>• The SLA shall be part of and attached to the contract and will commence upon the start date of the project and continue for the time period of the entire project for which Customer has ordered the services of FilmPartners.</li> <li>• Any changes to costs will be discussed with the Customer and documented via email.</li> <li>• Billing takes place conform the details of the payment terms in the contract.</li> </ul>
Project Management	Planning and scheduling	<ul style="list-style-type: none"> <li>• A detailed timing plan will be presented to Customer. This will be updated and redistributed when relevant.</li> <li>• Project and production timing plans will be adhered to and in the event of milestones being missed, a revised timing plan will be provided. Any changes to ultimate delivery will be discussed and agreed with Customer.</li> <li>• FilmPartners will always aim to meet the original deadline. Where this is not possible potential alternative solutions will be provided.</li> </ul>
Customer service	Customer Management	<ul style="list-style-type: none"> <li>• A weekly status report will be provided on major projects/multiple project accounts.</li> <li>• Customer will be kept up to date on relevant information regarding: jobs in progress.</li> <li>• FilmPartners shall provide alternative solutions for any issues that may occur.</li> <li>• Fault reports will be issued to Customer within 24 hours of notification to FilmPartners.</li> <li>• FilmPartners shall pre-inform Customer of all team absences, provide detailed handover notes and replacement contact (to be introduced at least 12 hours in advance).</li> </ul>
Production	Support	<ul style="list-style-type: none"> <li>• Level 1: the services provided in response to the Customer's initial phone call/e-mail. First assistance in problem resolution. First level</li> </ul>

		<p>support is provided by the support technician on the spot. Every error/problem will be notified to the support technician first.</p> <ul style="list-style-type: none"> <li>Level 2: the services provided by FilmPartners to reproduce the error/problem and attempt to correct the error. Second level support is given after it has been turned out that the error could not be solved on the spot by the support technician.</li> </ul>
	Hiring a support engineer	<ul style="list-style-type: none"> <li>The support engineer will be recruited in consultation with Customer and must be an electrician with sufficient and proven experience in larger broadcast projects.</li> </ul>
Errors	Response	<p>Level of priority:</p> <ul style="list-style-type: none"> <li>Severity 1: urgent errors ('showstoppers'): The problem is preventing the system from working at all. Production is impacted. Response time: within 4 hours from initial notification. Notification needs to be done immediately by phone call.</li> <li>Severity 2: The problem is preventing a non-critical function of the system from working. There might be some impact to production but the problem can be bypassed in such a way that the effect of the problem is negated. Response time: within 24 hours. Notification needs to be done by phone call or e-mail.</li> <li>Severity 3: A minor or intermittent problem in one of the minor functions of the system. Customer has adopted an alternative approach but would like the problem to be fixed. Response time: within 48 hours. Notification needs to be done by e-mail.</li> </ul>
Internet access		<ul style="list-style-type: none"> <li>It's the responsibility of the Customer to make sure that there is sufficient internet access to the servers on the site to enable FilmPartners to use remote access to respond to errors</li> </ul>
Exclusions		<p>FilmPartners shall not be responsible for correcting any errors:</p> <ul style="list-style-type: none"> <li>that results from any actions or inactions of you or any third party e.g. negligence, accidents, the use of the equipment/operating system by customer or a third party in a manner for which it was not designed (misuse);</li> <li>that is caused by factors outside of our reasonable control, including any force majeure event (as meant in article 9 of the General Terms and Conditions) or Internet access or related problems beyond the demarcation point of our services;</li> <li>that results from third party equipment, software or other technology (other than third party equipment within our direct control);</li> <li>that arises from our suspension and termination of your right to use our services in accordance with our General Terms and Conditions.</li> </ul>

Service Desk Contacts:

Name	Telephone number	E-mail address
General support number	+31 650288110	
Support Engineer (1st level):		
Support Engineer (1st level):		
Second level: Pieter Hornix	+31 6 50288125	<a href="mailto:Pieter.hornix@filmpartners.nl">Pieter.hornix@filmpartners.nl</a>

Miscellaneous and applicable law:

- This SLA shall be governed by and construed in accordance with the laws of the Netherlands even if a commitment is made in whole or in part abroad or if the party involved in the legal relationship is resident there. The applicability of the Vienna Sale Convention is excluded.
- All disputes between FilmPartners and Customer will be submitted exclusively to the competent court in The Hague.
- If any provision of these terms and conditions is void or destroyed, the remaining provisions of these terms and conditions will remain in full force.
- This SLA may be amended or deviated from by written agreement only.