

Terms and Conditions for Kairos Support Plan Service

1. Kairos Support Plan Service

- 1.1. These terms and conditions govern the subscription to Panasonic's support service for Kairos Core System ("**Service**"). The terms and conditions, including Panasonic's privacy policy, ("**Terms**") can be amended from time to time in accordance with the Terms.
- 1.2. By using the Service, the customer accepts and agrees to observe the Terms.

2. Definitions

- 2.1. "**Customer**" or "" indicates the purchaser of the Service.
- 2.2. "**Panasonic**" or "" indicate Panasonic System Communications Europe, a division of Panasonic Marketing Europe GmbH, with its registered seat at Hagenauer Straße 43, 65203 Wiesbaden, Germany, and its affiliate companies.
- 2.3. "Party" and "**Parties**" indicates collectively Customer and Panasonic, together 'the Parties' and each 'a Party.'
- 2.4. "**Working Days**" means Monday to Friday excluding weekends and UK public holidays.
- 2.5. "**Working hours**" means hours within 9am until 5pm CET time on a Working Day.
- 2.6. "**Kairos Core System**" indicates an IP-based, live-capable mixed media software based module for editing of videos.
- 2.7. "**First Level Support**" indicates a first customer contact.
- 2.8. "**Second Level Support**" indicates a technical support by an engineer.
- 2.9. "**Welcome Pack**" indicates the establishment of the initial relationship between Panasonic and the Customer with regard to the Service.
- 2.10. "**PASS**" indicates the **Provideo Asset Subscription System**, a webpage, where Customers can register their products and get access to firm ware, manuals, information for their products, instruction and user guides about broadcast cameras etc.

3. Subscription to the Service

- 3.1. The Service is only provided upon subscription ("**Subscription**") in accordance with the Terms.
- 3.2. To subscribe to the Service the Customer must purchase the Kairos Core System. The Service is mandatory for the first year of Subscription.
- 3.3. For Subscription to the Service, the Customer must activate the Kairos Core System software by registering the Kairos Core System on the PASS website:
<https://business.panasonic.eu/premiumplus/activation>
within 30 days from date of purchase of the Kairos Core System using the information provided on the unique certificate (by providing the model number and special code of the Kairos Core System and certificate code).

4. Validity

- 4.1. The Service period is 12 months. It starts upon activation of the Kairos Core System software according to clause 3 above.
- 4.2. The Subscription can be renewed annually (up to a maximum cover of 5 years) by buying another sales code for further Subscription at the latest two weeks prior to the expiry of the respective term. For this purpose, the Customer will be notified about the expiry of the current term and the option to renew the Subscription two months before the new term shall begin. After year 5, optional support plans may be made available.
- 4.3. The Service is valid for the Kairos Core System serial number that was registered during activation (see point 3).

5. Territory

- 5.1. The Service is available in the following areas: European Union, European Economic Area, Switzerland and the UK.
- 5.2. Panasonic will provide First Level Support in English, Spanish, French, German, Polish, Italian, Swedish and Dutch; however, for escalation to Second Level Support, the support language will be in English.

6. Provision of the Service

The Service shall include

- 6.1. Priority (1-hour target) call back from technical specialists including software updates and remote resolution,
- 6.2. Access to software and firmware downloads,
- 6.3. Parts, labour and logistics warranty for server hardware failure within 5-day target turnaround time for workshop repairs (from collection until return) in addition to the statutory warranty provisions,
- 6.4. Server loan unit (In case of a longer repair time than the 5-day target),
- 6.5. First Level Support via multilingual helpdesk via email or telephone covering English, Spanish, French, German, Polish, Italian, Swedish and Dutch languages, Second Level Support in English
- 6.6. Provision of the Service on Working Days within the Working hours.
- 6.7. Welcome Pack together with onboarding support.
- 6.8. Annual remote server health check.

7. Service Request Procedure

- 7.1. If the Customer is experiencing technical problems or is seeking advice related to the Kairos Core System, the Customer can contact Panasonic Customer Support Team by sending an email to premiumcontract.support@eu.panasonic.com. If the Customer prefers to contact Panasonic by phone, please visit <http://business.panasonic.co.uk/service/contact-us> for Panasonic regional telephone numbers. When contacting Panasonic, the Customer must quote its Kairos contract number or alternatively the serial number which can be found in the “about this software” section in all communications with Panasonic support team.
- 7.2. As part of the Subscription, Panasonic technical specialists will target to make contact within 1 working hour of receipt of the call or email to provide technical support, remote firmware updates and remote assistance. The Customer has to provide remote access for carrying out firmware updates and remote assistance when notified to do so by Panasonic, otherwise Panasonic may not be able to resolve the issue and will not be obliged to provide the Service.
- 7.3. If an issue relating to software or workflow cannot be resolved during the initial call back, Panasonic will need to investigate further in combination with our software development team. If an issue relating to Kairos hardware is diagnosed, Panasonic will initiate a hardware repair case in the system of Panasonic.

8. Service Fee

The Customer shall pay a yearly service fee as agreed in the quote (“**Service Fee**”) and accepted by the Customer. The Service Fee includes all costs for the provision of the Service.

9. Customer responsibilities

The Customer is responsible for:

- a) Maintaining a recent backup of the configuration settings in order to be able to configure any replacement loan unit provided under these Terms. Panasonic is not responsible for carrying out a backup of the Kairos Core System of the Customer. In the absence of a backup carried out by the Customer, after the provision of the Service the Customer will get a Kairos Core System with initial settings. The Customer is responsible for saving his data on the Kairos Core System.
- b) Making the defective unit available for collection by our courier, including ensuring that the defective product is adequately packed to prevent damage during transport. If you do not have suitable packaging, Panasonic can provide this upon request, but this will increase the overall repair time.
- c) Providing remote access for firmware updates and remote assistance.

10. Exclusions from the Service

The following is not covered by the Service:

- d) Installation, configuration and on-site support;
- e) Support of Customer’s network;
- f) Connecting leads, display monitor, switchers;
- g) User misuse and training;
- h) Kairos Core System backup and any backup of the configuration settings;
- i) Any products or parts which have a limited natural life or which is considered to be a consumable, such as, but not limited to batteries;
- j) Defects resulting from failure to use the product in accordance with the operating instructions or the technical and/or safety standards of the country where the product is used;

- k) Defects caused by accident, fire, neglect, misuse, wear and tear, improper use, improper installation, smoke contamination, introduction of liquid or other foreign matter into the product or occurring during transportation to or from the purchaser;
- l) Defects caused by the use of non-Panasonic parts or accessories or caused by adjustment, repair, modification or dismantling by a person not so authorized by Panasonic.

11. Liability

- 11.1. Insofar as nothing to the contrary arises from these Terms including the following provisions, Panasonic shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
- 11.2. Panasonic shall be liable for reasonable and direct damages within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, Panasonic shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only for
 - a) damages resulting from injury to life, body or health,
 - b) damages arising from the breach of a material contractual obligation (obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, Panasonic liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 11.3. The limitations of liability resulting from Section 11.2 shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favour) whose fault Panasonic are responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the Service has been assumed and for claims of the buyer under the German Product Liability Act.
- 11.4. Taking into account the provisions mentioned above, Panasonic shall not be liable for loss or corruption of configuration settings and recorded media when providing the Service or for indirect or consequential damages.

12. Force Majeure

Panasonic shall not be held liable for failure or delay in the performance of any obligation under these Terms caused by any unforeseen circumstances outside its reasonable control, such serious events being in particular, force majeure, including, without limitation:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent and any guidance issued by a government or public authority which a prudent commercial party would implement;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
- interruption or failure of utility service.

or failure or delay on the part of Panasonic suppliers or sub-contractors, which Panasonic is not responsible for (e.g. Courier). Such an event shall release the Customer and Panasonic from performance obligations for the duration of the disruption and to the extent of its effect, even if Panasonic or the Customer should be in default. An automatic termination of the Subscription is not associated with this. The Customer and Panasonic are obliged to notify each other of such an impediment and to adjust the Customer's and Panasonic obligations to the changed circumstances in good faith.

13. Termination

April 23rd 2021

- 13.1. Each party may terminate this Subscription during the current Service period with three months written notice. In the event of termination of the Service claims for compensation, reimbursement and damages are excluded and no refund will be granted.
- 13.2. Each Party has the right to terminate the Subscription for cause without notice. For purposes of these Terms, "for cause" shall comprise the following reasons:
 - a) non-insignificant violation of these Terms or any applicable acceptable use policy;
 - b) if Panasonic has reason to believe that installations or units have been modified in any shape, way or form in this manner.
- 13.3. If a Subscription has been obtained under false claim, such Subscription is deemed void.

14.Data Protection and Data Privacy

All personal information provided by the Customer when activating the Service or when making a claim under these Terms will be maintained and used in accordance with the Panasonic privacy policy available at <https://business.panasonic.co.uk/privacy-policy>.

15.Anti Bribery and Corruption

- 15.1. By providing and using the Service the Parties also declare that they are up to date with the payment of their tax obligations and social security obligations. The Parties confirm that they understand the importance of EU and/or national anti-bribery laws and that they will always act in accordance with them.
- 15.2. For the purposes of this Terms, "bribery" includes, but is not limited to, the promising or granting of or the requesting or receiving of benefits in money or money's worth to a person with the aim of influencing that person in order to obtain business improperly or gain an improper advantage.
- 15.3. The Parties agree to keep proper accounting records (approvals, invoices etc.) of payments and financial transactions.
- 15.4. The Parties confirm that they understood that any act of bribery (as defined above) or any breach of national or EU anti-bribery laws, as well as any serious breach of the above obligation to keep proper accounting records, will be considered as a serious breach of these Terms, entitling the other Party to terminate the business relationship with immediate effect and/or claim compensation and/or such other remedies as are available to it.

16.General

- 16.1. Panasonic may at any time subcontract or delegate in any manner any or all of its rights and obligations under these Terms to any third party or agent, including authorized service centers.
- 16.2. All intellectual property rights in or arising out of the Service, including in any software provided, shall remain the property of Panasonic.
- 16.3. Should any provision of these Terms be or become ineffective, this shall not affect the legal effectiveness of the remaining provisions hereof. Such ineffective provision shall be deemed replaced by an effective provision which comes as close as possible to the parties' economic intent.
- 16.4. These Terms and any dispute or claim arising out of or in connection with it or its formation shall be governed by and construed in accordance with laws of Federal Republic of Germany. The courts of Hamburg, Germany, shall have exclusive jurisdiction to settle any dispute or claims arising out of this Service Agreement or in connection with it or its formation.