

## Service Supplement

### D'Cafe' Services

#### 1. D'Cafe' Services - Description.

Customer shall have the following services and products available by D'Cafe' (collectively, the "Services") in connection with live, linear and video-on-demand streaming of digital assets and data provided by Edgecast and/or Customer for use in association with the Services, uploaded or routed to, passed through and/or stored on or within Edgecast's applicable network or otherwise provided to Edgecast ("Customer Content") :

- a. **D'Cafe' OTT Platform** which will: 1) be supported for use on the internet as well as the following devices: i) iOS, Android, Roku, Amazon Firestick, AppleTV, Connected TV (LG & Samsung and the following Gaming Consoles: Microsoft Xbox and Sony PlayStation; 2) provide a method to bill end consumers of the D'Cafe' product on a one-time or recurring basis; 3) provide a Content Management System (CMS); 4) provide end user authentication via i) social media log-in (Facebook and Twitter) ii) username/password (unique to D'Cafe' and stored in a Customer specific D'Cafe' database), 5) engagement features that allow end consumers to interact or engage/consume further related content (e.g., favorite options, related videos recommendations, etc.); 6) utilize a native video player or a Edgecast may purchase a third-party player at an incremental fee (D'Cafe' currently offers Bitmovin); 7) provide recommendations for displaying Customer Content to end user based on the user preference / content selection; 8) search functionality to browse Customer Content; and 9) technical operations and distributing audio and video content via the Internet (e.g., support for SCTI markers, signaling, downlinking, live switcher, setting up live environment, etc.).
- b. **Encryption.** All information that identifies Customer or Edgecast, that is provided to DCT for purposes of account creation, billing, authentication, authorization or configuration, and may include names, contacts and billing information, IP addresses, hostnames and other metadata required for Services configuration (e.g., delivery or ingest) of Customer or Edgecast ("Customer Data") consisting of confidential, personal and sensitive data should be encrypted at all times (at rest and in transit) by D'Cafe' while in D'Cafe's possession. Where data must be encrypted under agreement with D'Cafe' or applicable laws, D'Cafe' will sign and encrypt using a Edgecast-approved algorithm. The following algorithms are pre-approved by Edgecast: (a) 3DES, (b) AES, (c) RSA-1024bit+, (d) HMAC-SHA-1, and (e). Any other algorithms requested by Customer must be provided in writing to Edgecast and are subject to Edgecast's approval. D'Cafe's Information Technology Security Standards are available upon request.
- c. **Reporting and Analytics.** High level usage, subscription, asset playback, live, vod, linear playback, ads, revenue data and other metrics on a daily and monthly basis, as well as access to low level usage logs that Customer may optionally use for custom analytics and reporting.

#### 2. Customer Conditions.

- a. **Restrictions.** Customer shall not (and shall not permit any third party to): (i) modify, translate, or create derivative works based on all or any part of the Services; (ii) copy, rent, lease, distribute, pledge, or encumber rights to all or any part of the Services; (iii) use of all or any part of the Services for timesharing or service bureau purposes; or (iv) remove any proprietary notices or labels from all or any part of the Services. Any use of Services shall be in compliance with the rights granted hereunder and in accordance with all applicable laws. Customer shall not allow any lien to attach to any portion of the Services.

- b. **Privacy Policy & AUP.** Customer Content shall not be inappropriate and/or violate or inconsistent with the DCT's Privacy Policy and DCT Acceptable Use Policy available at <https://www.dctinc.com/privacy-policy/> and [www.dctinc.com/terms/aup/](http://www.dctinc.com/terms/aup/).
- c. **Data.** Customer acknowledge and agree that (a) DCT, its Affiliates and agents shall, by virtue of providing Services, come into possession of Customer Data and End User Data, (b) any processing of such data occurs exclusively at the direction and discretion of Customer and/or Edgecast, as exercised through workflows or other agreed means and (c) DCT, its Affiliates and agents may use, process and/or transfer Customer Data, End User Data and Customer Content (including transfers to entities in countries that do not provide statutory protections for personal data) solely (i) in connection with providing Services; and (ii) as necessary, to incorporate Customer Data into databases controlled by DCT and its Affiliates for the purpose of administration, provisioning, invoicing and reconciliation, verification of Customer identity and solvency, maintenance, support and fraud detection. "Customer Data" means information that identifies Customer or Edgecast, that is provided to DCT for purposes of account creation, billing, authentication, authorization or configuration, and may include names, contacts and billing information, IP addresses, hostnames and other metadata required for Services configuration (e.g., delivery or ingest) of Customer or Edgecast. "End User Data" means information that identifies an End User and is necessary to implement and use the HTTP or HTTP/S protocol in connection with providing the Services, including IP address

Any Credit granted under the applicable SLA shall be applied to the next applicable invoice, against any charges for usage.

**D'Cafe' D'café SERVICES**  
**SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“**Services SLA**”) only applies to the Services.

**1. Definitions.**

- a. “**Base Charge**” consists solely of the committed base monthly charge paid by Customer for the applicable Services and excludes all other fees that might be paid by Customer including, but not limited to, setup fees, charges for additional services, incremental bandwidth usage, professional services and any other type of optional additional services.
- b. “**Customer Content**”, for purposes of this D'Cafe' D'café Services, SLA, means object delivered from a Delivery Server.
- c. “**Delivery Server**” means D'Cafe'’s-owned and operated servers for delivering OTT Services (each, a “**POP**”).
- d. “**Services Outage**” means an instance in which Delivery Server/Service is completely unavailable for more than 15 consecutive minutes.

**1. Guarantee of 100% Uptime.**

Subject to the SLA Exceptions/Excluded Problem set forth in the Agreement, D'Cafe' provides an uptime guarantee of 100% to Customer covering uptime of D'Cafe' OTT Platform uptime and availability. Subject to the terms and conditions of this Services SLA, D'Cafe' shall issue to Customer a credit for a Services Outage in an amount equal to one day's worth of the Base Fee paid by Customer (“**Credit**”), multiplied by each 24-hour period in which Customer experiences a Services Outage during a particular month.

**2. Credit.**

All Credits are calculated on the basis of a 30-day month. Notwithstanding anything in this Services SLA to the contrary, total Credits issued to Customer in connection with any calendar month shall not exceed the Base Charge paid by Customer for such month for the Services. To be eligible for Credit, Customer must follow D'Cafe'’s published instructions for use of the Services; improper use shall result in ineligibility. To receive Credit under this Delivery Services SLA, Customer must submit a request in writing via email [tickets@edgecast.com](mailto:tickets@edgecast.com). The request must include Customer's (a) company name, (b) contact name, (c) email address and (d) phone number, as well as (e) the date of the suspected Services Outage and (f) a reasonably detailed description of the reason for the Credit request. D'Cafe' must receive the Credit request within 30 days after the suspected Services Outage has occurred. The suspected Service of any Taxes charged to Customer or collected by D'Cafe'.

**3. Miscellaneous.**

This SLA sets forth Customer's sole and exclusive remedy for a Services Outage and other issues related to the Services provided to Customer.

## Support and Maintenance

The DCT support team shall provide support services for any issues related to DCT products. Once Edgecast has opened a ticket with the DCT support team, the following terms and conditions and response times shall apply:

### 1. Definitions:

- 1.1. **“Error”** means a failure of the D’Cafe’ Solution to function in accordance with the applicable documentation provided here: [https://app.swaggerhub.com/apis/DCAFE\\_INDIA/DCAFE\\_API\\_V1/1.0.0#/dcafe/placeCheckToken](https://app.swaggerhub.com/apis/DCAFE_INDIA/DCAFE_API_V1/1.0.0#/dcafe/placeCheckToken) (“Documentation”).
- 1.2. **“Excluded Problem”** means any failure or problem that is the result of: (i) misuse of the D’Cafe’ Solution or use of the D’Cafe’ Solution that is not in accordance with the Documentation, or in a manner not permitted under this Agreement or Customer’s negligence or misconduct, (ii) any problems caused by or arising out of the operation of Customer Content, systems or other resources that are contributed by Customer, (iii) any failure or problem that is the result of treatment beyond the reasonable limits of normal use for the D’Cafe’ Solution, (iv) force majeure event, (v) Customer’s use of a major release (1.0, 2.0, 3.0, etc.) of the D’Cafe’ Solution older than the immediately two prior major releases, or (vi) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by D’Cafe’ under the Agreement, or (vi) malicious intrusions by third parties or virus attacks.
- 1.3. **“Business Hours”** means 9:00 am – 5:00 pm UK time except weekends and the following holidays:

Holiday Calendar	
Sr	Holiday
1	New Year's Day
2	Holi
3	Gudi Padwa
4	Maharashtra Day
5	India Independence Day
6	Ganesh Chaturthi
7	Mahatma Gandhi Jayanti
8	Diwali - Laxmi Pujan
9	Padwa
10	Christmas Day
11	New Year Eve

- 1.4. **“Initial Response Time”** means the window of time for D’Cafe’ to intake and acknowledge any Error notifications it receives from Edgecast is measured for each Severity Error Level from the time at which Edgecast gives notice to D’Cafe’ with sufficient detail (e.g., a summary with logs and screenshots as available/applicable) of the specific Error.

- 1.5. **Workaround**” means D’Cafe’: (i) enables Edgecast to use the D’Cafe’ Solution, or (ii) provides Edgecast with a commercially reasonable workaround or fix that solves or mitigates a reported Error by Customer until D’Cafe’ provides a final fix to the reported Error.

**2. Incident Severity Levels and Applicable Response Times:**

<b>Severity Error Level</b>	<b>Description of Severity Errors</b>	<b>Initial Response Time During Business Hours</b>
<b>High Severity Error</b>	Errors resulting in 100% loss of functionality of the Services. No reasonable Workaround is available. High Severity Errors will be escalated immediately to senior engineering staff.	30 minutes
<b>Medium Severity Error</b>	The Error impacts critical features and functionality resulting in the D’Cafe’ Solution being significantly restricted in use. To be a Medium Severity Error there must be no Workaround or alternative workflows that can be implemented to resolve the problem.	2 hours
<b>Low Severity Error</b>	Error may be circumvented by implementation of a Workaround without major difficulties or if the Error concerns minor functionality issues of the D’Cafe’ Solution.	8 hours during Business Hours
<b>Minor Features and Cosmetic Issues</b>	Errors related to minor features or cosmetic issues relating to non-urgent questions.	24 hours during Business Hours

- For the avoidance of doubt, Errors related to the user interface or visual defects will be considered Medium Severity Errors unless they result in 100% loss of functionality of the D’Cafe’ Solution.