

SERVICE SUPPLEMENT
STREAMING

1. Streaming Services – Description. Edgecast shall provide the following services and products in connection with streaming of Customer content (collectively, “**Streaming**”):

a. Encoding and Storage. Software services, including related knowhow, to convert and store customer content into formats for distributing audio and video content via the Internet or other networks. Encoded Customer Content is encrypted using standards based 128 bit AES encryption. Edgecast slicer technology, including related know-how, is used to prepare Customer Content for encoding and storage and generating analytical and reporting information and distributing audio and video content via the Internet or other network (“**Slicer Technology**”). Slicer Technology may be used on hardware installed on the Customer premises or in a Customer-operated cloud computing environment. The Customer may also use a Edgecast hosted version of Slicer Technology, known as Cloud Slicer, for encoding video on demand content or creating clips using the clipping tool, live event replays, content copies or MP4 exports.

b. Smartplay Session Management. Smartplay Session Management for streaming of Customer Content allows for the creation of sessions for each streaming viewer in order to manage individual experiences based on Customer configurations. This includes, but is not limited to, personalized manifest generation, live event, linear or video on demand streaming, content targeting and dynamic ad insertion.

c. Dynamic Advertising Insertion. Technology to integrate with approved third-party advertising decision systems and prebid.org compliant server-side end points, stitch ads into the stream and process advertising tracking event beacons. Customers are required to sign direct agreements with third-party advertising decision systems and prebid solutions prior to their use in conjunction with the Streaming service. The list of approved third-party advertising decision systems is as follows: FreeWheel, Google Ad Manager, SpotX and Yahoo Ad Platform Video SSP. Integration with third-party prebid solutions requires Edgecast’s pre-approval.

d. Delivery. Edgecast makes available to Customer the Smartplay Session Management service and Edgecast content delivery network (“**CDN**”) services to deliver live, linear and on-demand Customer Content using adaptive bitrate streaming. By default, Smartplay and Edgecast content delivery network services are configured to work as a combined offering (“**Delivery Services**”).

e. Ancillary Tools. Edgecast makes available to Customer a number of tools that utilize the components of Streaming. These ancillary tools include, but are not limited to:

- i. a clipping tool to create derivative versions of Customer’s content,
- ii. tools to monitor health and performance of customer’s streams,
- iii. reporting and analytics that surface usage and other service related metrics,
- iv. blackout management to enforce linear programming rights restrictions,
- v. a channel scheduler to program linear channels and live event scheduler, and
- vi. a dashboard to manage and operate live events.

2. Value-added Services for Streaming. The following optional value-added services for Streaming are separately available which may be subject to additional terms and conditions as set forth in their respective service supplements, if any, located at <https://vm.mp/landingpagesupp>:

a. Multi-CDN. Smartplay Multi-CDN services enable Customers to add pre-approved CDN Providers, to Edgecast’s content delivery services, for delivery of live, linear and on-demand streaming of Customer Content. Customer may use Smartplay Multi-CDN only in conjunction with Customer’s use of Edgecast’s Streaming service.

b. Multi-DRM. Edgecast’s Multi-Digital Rights Management (“**Multi-DRM**”) solution provides content key management, segment packaging and encryption, and the ability for Customer to configure and store content rights policies. Client licenses will be issued utilizing approved third-party DRM solutions. Customers are required to sign direct agreements with those third-party providers prior to their use in conjunction with the Streaming service. Edgecast Multi-DRM cannot be used independently from the Streaming service nor can Customer utilize individual components of the solution. Approved 3rd party DRM solutions are Microsoft PlayReady, Apple FairPlay and Google Widevine.

c. Syndication Publishing. Syndication Publishing allows customers to share content with downstream platforms, like social media and other consumer-facing video distribution platforms.

d. Managed Slicer Services. Edgecast may provide, maintain, and monitor an operational and individually configured instance of the Slicer Technology and work with Customer to prepare its Customer Content for use

of the Streaming services.

e. Live Event Management Services. In conjunction with the use of Edgecast's Streaming services for specified live Customer Content, Edgecast offers Live Event Management Services that include; Live Event management, monitoring, onboarding, advanced setup/testing, creative services and signal acquisition.

f. Real-Time Streaming Services. Real-Time Streaming allows customers to ingest, publish, process, and play back video and publisher streams with latency improvement using WebRTC protocol.

3. Customer Conditions.

a. Restrictions. Customer shall not (and shall not allow any third party to): (i) modify, translate, or create derivative works based on the Streaming technology; (ii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Streaming technology; (iii) use the Streaming technology for timesharing or service bureau purposes or otherwise for the benefit of a third party, other than its consumers; or (iv) remove any proprietary notices or labels from the Streaming technology or any portion thereof. Any use of the Streaming technology 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 Streaming technology.

b. Equipment. Customer shall be responsible for the maintenance, security and operation of any equipment or hardware, including, e.g., modems, hardware, server, software, operating system, networking and web servers (collectively "**Equipment**") owned or operated by Customer, its Affiliates, partners and/or sub-contractors. Customer shall not be responsible for the maintenance, security and operation of any Equipment owned or operated by Edgecast, its partners and/or sub-contractors. Customer shall be responsible for all uses of Customer account or the Equipment, with or without Customer's knowledge or consent. Edgecast shall not be held responsible for a service failure or outage due, directly or indirectly, to the failure or unavailability of any third party or public network or system, or software applications or code that Customer provides to Edgecast, or the interactions of these items.

4. Payment. Customer shall pay to Edgecast all fees or charges incurred on Customer's account in full, as set forth in this Agreement and any SO or SOW, without set-off, withholding or deduction by Customer. Edgecast shall provide notice to Customer of rate changes to the Streaming. The new rates shall be effective on the date set forth in the notice.

5. Invoicing. Edgecast shall invoice Customer for amounts due under a SO or SOW, including all use of the Streaming. In the event of a monthly recurring charge ("**MRC**"), invoices shall include amounts due for MRCs and charges for usage that exceeds the MRCs ("**Overages**"). Edgecast shall pro-rate Customer's invoice in the first month, if the Service Start Date does not coincide with the start of a calendar month. Payment is due within 30 days of invoice date. For each credit/debit card chargeback which is decided in Edgecast's favor, Edgecast may invoice Customer a \$25.00 charge to recover costs and pursue any other remedies available herein. All fees or charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing. Any Credit granted under the applicable SLA shall be applied to the next applicable invoice.

6. SLA. The Streaming SLA is attached as Attachment 1 and incorporated herein by this reference.

7. Termination. If Customer terminates an SO or SOW without cause or if Edgecast terminates the applicable SO or SOW for cause, then Customer shall be invoiced and shall pay to Edgecast an amount equal to (i) Customer's MRCs multiplied by the number of months remaining in the term of the applicable SO or SOW and (ii) Customer's average monthly Overages multiplied by the number of months remaining in the term of the applicable SO or SOW.

ATTACHMENT 1
TO
SERVICE SUPPLEMENT

STREAMING - SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**Streaming SLA**”) shall apply only to the Streaming.

1. Definitions.

a. “Base Charge” consists solely of the committed base monthly charge paid by Customer for Streaming and excludes all other fees or charges that might be paid by Customer including, but not limited to, setup charges, charges for additional services, incremental encoding, delivery or storage usage, professional services and any other type of optional additional services.

b. “Customer Content”, for purposes of this Streaming SLA, means objects delivered from a Delivery Server.

c. “Delivery Server” means Edgecast-owned and operated servers for delivering Customer Content located on the CDN at Edgecast’s Points of Presence (each, a “**POP**”).

d. “Services Outage” means an instance in which a Service covered by the 100% uptime guarantee is completely unavailable for more than 15 consecutive minutes.

e. “Origin Server” means either Edgecast’s or Customer’s Internet web server, where Customer Content is stored for retrieval by Delivery Servers.

2. Guarantee of 100% Uptime. Subject to the SLA Exceptions set forth in the Agreement, Edgecast provides an uptime guarantee of 100% to Customer covering (a) uptime of the Edgecast CDN and (b) Customer Content delivery uptime and availability. Subject to the terms and conditions of this Streaming SLA, Edgecast shall issue to Customer a credit for a Services Outage in an amount equal to one day’s worth of the Base Charge paid by Customer (“Credit”), multiplied by each 24-hour period in which Customer experiences a Services Outage during a particular month. Periodically (i.e., every 15 minutes or more often), Edgecast shall measure Customer Content delivery availability by requesting representative Customer Content from Delivery Servers at selected POPs, using software and hardware components capable of measuring traffic and responses at the selected POPs.

3. Credit. All Credit is calculated on the basis of a 30-day month. Notwithstanding anything in this Streaming 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. To be eligible for Credit, use of Streaming must follow Edgecast’s published use instructions; improper use shall result in ineligibility. Credit shall not be issued if Customer is in breach of the Agreement, including an applicable SO or SOW, including breach for non-payment. Credit shall only be issued if Customer has paid in full for the Streaming covering the time period within which the Credit is requested. To receive Credit under this Streaming SLA, Customer must submit a request in writing via email to sla_request@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. Edgecast must receive the Credit request within 30 days after the suspected Services Outage has occurred. The suspected Services Outage must be capable of confirmation by Edgecast’s measurement tools. Any issued Credit shall be applied to Customer’s invoice within two invoicing cycles after Edgecast initially received the Credit request. Credits are exclusive of any Taxes charged to Customer or collected by Edgecast.

4. Miscellaneous. Edgecast reserves the right to periodically change the measurement points and methodologies it uses without notice. This Streaming SLA sets forth Customer’s sole and exclusive remedy for a Services Outage and other issues related to the Streaming.