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additional terms for streaming media services

1. DEFINITIONS

"Additional Unit" means the number of Units used by the Customer above their minimum monthly Unit commitment as detailed on the Purchase Order.

"Additional Unit Price" means the price of each Unit used by the Customer in the service as set out on the Purchase Order.

"Approved Content Formats" means the approved third party audio/video streaming formats accepted by the Interoute IP Network, as notified by Interoute to the Customer from time to time.

"Approved Delivery Layer" means the unique URI that refers to an individual file or live stream that is delivered from the Media Servers.

"Approved DRM Tools" means the approved third party audio/video streaming digital rights management technology used to protect Content, as notified by Interoute to the Customer from time to time.

"Content" means digital audio and video media files uploaded to the Interoute Media Servers by the Customer

"Customer Service Centre" means Interoute's fault management centre, which operates the Interoute IP Network Management System.

"Customer Port" means the provision of a physical connection into the Interoute IP network that is dedicated solely for the use of the Customer and exchange of Customer traffic.

"DRM license(s)" means the licenses issued from the DRM Service.

"Fault" means that the Streaming Media Service is not operating or does not appear to be operating in accordance with this Schedule.

"HTTP Download" means the hosting of audio/video, HTML and other mark-up, jpeg, gif and other image files on web (http) servers on the Interoute IP Network, to be delivered to viewers via a standard RFC compliant http GET or POST request, stored locally by the user and viewed in due course using an approved media player, browser or other interface.

"Installation Charge" means charges payable by the Customer for the installation and provision of Streaming Media Services as provided in the Purchase Order.

"Interoute IP Network" means the Pan-European network owned and/or provided by Interoute for the purpose of transporting customer generated IP traffic.

"License Acquisition URL" means the web page containing a form that can be used to capture user data in order to validate the issue of a DRM License.

"Live Stream Mounts" means the URL(s) on the Interoute IP Network that accepts feeds from Approved Content Formats encoders for the purposes of Live Streaming.

"Live Streaming" means the streaming of audio/video Content, together with delivery of associated meta-data, from one or more Media Servers located on the Interoute IP Network where audio / video Content is being ingested in real time at an approved Live Stream Mount (or Mounts) on the Interoute IP Network;

"Media Server(s)" means a server configured to accept Content suitable for Streaming.

"Monthly Charge" means the Customer's recurring monthly committed usage allowance (in gigabytes of data transferred) charges payable by

the Customer for the Streaming Media Services as provided in the Purchase Order.

"Monthly Review Period" means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service Availability is calculated, provided that the first Monthly Review Period will commence on the Ready for Service Date.

"Network Management System" means Interoute's network integrated fault management system.

"On Demand Streaming" means the Streaming of audio/video Content, together with delivery of associated meta-data, from one or more Media Servers, where Content is already present at a storage point on the Interoute IP Network and is delivered in response to a request from the viewer for an Approved Content Format; and HTTP download

"Outage" means a consecutive period of 15 minutes or more where the service is not operating on the Interoute IP Network. Outage excludes any Planned Outage or any emergency maintenance and is measured from the time that the Fault is reported to Interoute until the Fault is reported by Interoute as being cleared.

"Offending Material" means any material, including Content that is obscene, defamatory, menacing, pornographic or illegal.

"Streaming" means a digital transmission in compressed form by means of the Internet that does not permit a performance that is usable without a simultaneous active connection to the digital transmission source, other than as temporarily required to render such performance as in the form of a data buffer.

"Streaming Media Services or Service" means the service enabling the Customer to upload Content or ingest live streams to the Interoute Media Server that then enables Internet users to download the live stream or uploaded Content.

"Syndication Account" means an associated Customer account to the Customer's primary account whereby the Customer permits access to Content to the user of the Syndication Account.

"Traffic" means all Customer generated IP packets that are transmitted over the Interoute IP Network while using the Services.

"URI" means Uniform Resource Identifier, the generic term for a coded string that identifies a (typically Internet) resource

"Unit" means as the context requires a unit of data stored or delivered via the Interoute IP Network in connection with the Streaming Media Service, a DRM License issued, a Live Stream Mount or a Syndication Account.

Any other capitalised terms have the meanings set out in Interoute's Standard Terms and Conditions (Schedule 1).

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2. SERVICE

2.1. The Streaming Media Service comprises the provision of:

- **Content Management Service Interface (“CMS Interface”)**: provides a browser-based interface to the Interoute IP Network that allows the Customer to upload, categorise, manage and control Content.
- **Content Ingest and Distribution Service**: the agreed means of Content ingest to the Interoute IP Network for Approved Content Formats. Unless specified on the Purchase Order this includes HTTP upload via the CMS Interface. If the Purchase Order specifies Live Streaming services this will also include Live Streaming encoder ingress at Live Stream Mounts. On-Demand Streaming Content will be stored at one or more Media Server on the Interoute IP Network. Unless specified on the Purchase Order the Customer is responsible for upload of Content or live ingress of Content to the Interoute IP Network.
- **Delivery Service (“Delivery Service”)**: means delivery of the Customer Content to the end viewer via a request to an Approved Delivery Layer. The Approved Delivery Layer allows for the delivery of (but is not limited to): (i) Live Streaming; (ii) On-demand Streaming and (iii) HTTP Download.
- **DRM Service (“DRM Service”)**: enables the encryption of audio/video Content using Approved DRM Tools and allows for the issuing of an electronic licence to the viewer’s player. The license is issued to enable the viewer to play protected Content in response to either the successful completion of a Licence Acquisition URL, hosted on the Interoute IP Network, or the successful receipt of an approved electronic voucher, which is valid for redemption, by the Interoute IP Network.

2.2. Unless set out on the Purchase Order the Streaming Media Service does not include: provision of License Acquisition URL’s; FTP gateway services; encoding or encoder set up or management services; end viewer support; or connectivity or equipment to access the Streaming Media Service.

3. STREAMING MEDIA SERVICES TERMS

3.1. The following terms and conditions shall apply when Interoute provides Streaming Media Services to the Customer.

4. CHARGES

4.1. Charges set out on the Purchase Order shall be invoiced to the Customer as follows:

- Installation shall be invoiced on the execution of the Purchase Order; and
- Training shall be invoiced on the Ready for Service Date; and
- Minimum Monthly Charges shall be invoiced in advance from the Ready for Service Date; and
- Charges for Additional Units shall be calculated monthly based on the Customer’s use of the Service and the additional Unit Price specified on the Purchase Order. These charges shall be invoiced monthly in arrears from the Ready for Service Date; and
- Any other charges shall be invoiced monthly in arrears.

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5. SERVICE LEVELS

- 5.1. **Service Credits:** Interoute will provide the Customer with Service credits for failure to meet the targets detailed in this Clause 5.
- 5.2. **Availability of the Service:** Interoute will use its reasonable endeavours to ensure the 99.7 percent Availability of the Service (99.5% for Live Streaming sent to only one Live Stream Mount). Service credits will be calculated as shown below:

Percentage that the Availability of the Service has not been achieved during Monthly Review Period	Monthly Charges
Nil	0%
Nil to 0.8	5%
0.8 to 1.8	10%
1.8 to 2.8	15%
2.8+	20%

5.3. Service Availability

- Availability is not applicable to Planned Outage events on the Interoute IP Network and /or the Customer Port.
- The Streaming Media Service is defined as “Available” unless the Delivery Service or DRM Service or Live Stream Mount service is down or inoperative or major network or software problems exist causing critical impact to the Service and loss of Customer Traffic.
- Percentage Service Availability is calculated per Monthly Review Period using the following formula:
WHERE A = AVAILABILITY, T = TOTAL NUMBER OF MINUTES IN THE MONTHLY REVIEW PERIOD, O = AGGREGATE OUTAGES IN THE MONTHLY REVIEW PERIOD ROUNDED TO THE NEAREST MINUTE.

$$A = \frac{(T - O)}{T} \%$$

NOTE THAT IF AN OUTAGE CONTINUES INTO A CONSECUTIVE MONTH, ALL OF THE OUTAGE WILL BE ATTRIBUTED TO THE MONTHLY REVIEW PERIOD IN WHICH THE FAULT IS CLEARED.

5.4. Calculation of Service Credits

- Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Charge.
- The Monthly Charge used to calculate Service Credits will be the total monthly charges for Media Streaming Services provided for the relevant Monthly Review Period.
- Service credits will be calculated monthly, aggregated and credited to the Customer on a monthly basis.
- If the Service is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that Service for that Monthly Review Period.
- The Customer must claim any Service credit due to a failure to meet the Service levels, in writing, within twenty one (21) business days of the date from which the Customer could reasonably be expected to become aware of such

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failure. The Customer shall not be entitled to any Service credits in respect of a claim unless and until Interoute has received notice of the claim in writing. Should Interoute require additional information from the Customer, the Customer shall not be able to claim any Service credits until Interoute has received all information it reasonably requests.

5.5. **Exclusions to Service Credits:** Service credits will not be payable by Interoute to the Customer in relation to faults or disruptions to the Service caused by any of the following:

- the fault or negligence of the Customer, its employees, agents or contractors;
- the Customer failing to comply with Interoute's Terms and Conditions;
- a fault in, or any other problem associated with, equipment or connectivity on the Customer's side e.g. Customer LAN, ISDN or PSTN lines;
- the performance of third party networks including customer access circuits; traffic exchange points including Internet networks, transit and peering connections provided and controlled by other companies, and Public and Private exchange points such as NAPs and MAEs;
- the Customer shall not be able to claim for more than one Service credit for the failure to meet Service level arising from the same occurrence;
- any outages or degradation to existing Service that may be the result of Customer requested Service changes or upgrades;
- Service credits are not applicable to Planned Outage events to Interoute's Streaming Media Service;
- any fault not reported to Interoute's Customer Service Centre within 2 Working Days of the Fault; or
- any event described in Clause 12 of Interoute's Terms and Conditions (Force Majeure).

5.6. **Reports and Logs**

- The Customer is provided with Interoute's standard reporting via the CMS Interface for viewer usage activity. On request, Interoute will provide the Customer with a standard monthly report within five (5) Working Days.
- Interoute will only retain log files detailing the Customer's usage of the Services for a 2 month period.

6. **SERVICE CANCELLATION**

If all or part of the Service is cancelled or significantly modified prior to the Ready for Service Date, the Customer will be liable for a percentage of the Service Installation Charge, according to the following schedule:

Number of Working Days Before Ready for Service Date	Customer liability as % of Installation Charge
0 to 1 days	100%
2 to 5 days	90%
6 to 10 days	70%
11 to 20 days	50%
21 to 30 days	25%

7. FAULT REPORTING AND MANAGEMENT

7.1. Fault Handling

- Any suspected faults should be reported to the Interoute Customer Service Centre using the procedures detailed in the Customer handover book to be provided on the Ready for Service Date. When reporting a Fault, the Customer should identify the affected Service and provide details of the Fault. The Customer will nominate no more than two named individuals to act as the primary point of contact for logging and dealing with Faults with Interoute. Details of how to contact Interoute's Customer Service Centre will be provided prior to the Ready for Service Date.

7.2. Time to Repair

- Interoute aims to resolve Faults causing loss of Service within four (4) hours, provided access to the affected Customer site, if required is available. Interoute will provide the Customer with progress updates every two (2) hours, unless otherwise agreed.

7.3. Fault Duration

- All Faults recorded by the Network Management System will be reconciled against the corresponding Fault ticket raised by the Customer Service Centre. The exact Fault duration will be calculated as the elapsed time between the fault being reported to the Customer Service Centre and the time when Service is restored.

7.4. Customer Notification

- Interoute's Customer Service Centre shall endeavour to inform the Customer if the Customer's Service experiences any outages. This information will be provided twenty-four (24) hours a day, seven (7) days a week. Interoute shall endeavour to notify the Customer of any Service affecting outages within two hours of Interoute's first awareness of such disruption.

7.5. Planned Outages

- Planned Outages may be required on the Interoute IP Network and the Customer Port, including associated hardware and/or software for scheduled network maintenance and upgrade activities. Interoute will effect such outages between the hours of 07:00 GMT Saturday and 18:00 GMT Sundays. Interoute's Customer Service Centre will notify the Customer not less than five (5) Working Days in advance.

8. LIABILITY

The provision of Service credits shall be the sole and exclusive remedy for the failure to meet targets for Streaming Media Services. Interoute shall have no additional liability to the Customer.

9. SUSPENSION

Notwithstanding the provisions of Clause 2 of Interoute's Standard Terms and Conditions, Interoute may suspend access or any or all the Services forthwith in the event that: either (i) Such suspension is for the purpose of carrying our scheduled or

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emergency maintenance or to substitute, change, reconfigure, relocate or rearrange the Service or in accordance with an order, instruction or request of any government agency; or (ii) Interoute considers in its reasonable opinion that the Service is being used to store and/or distribute Offending Material or in breach of Interoute's Acceptable Use Policy. Suspension shall not be a waiver of any right of termination. Services shall be restored as soon as reasonably possible after the reason for the suspension has been remedied.