



PUSH Streaming Technologies Limited SERVICE LEVEL AGREEMENT

This document is supplementary to the PUSH Streaming Technologies Limited Standard Terms and any applicable SOW, and sets out the Service level availability for any PUSH SaaS Service (the “Service”).

1. PUSH guarantees a Service level availability of at least 99.9% (“Service Availability Standard”) for any Live Service. If a Live Service is handed off to a non-Live Service, the Service Availability Standard is applicable only up to the point of hand-off.

2. Notwithstanding anything to the contrary in the Master Service Agreement, in the event that the Live Service does not meet the Service Availability Standard for any reason other than those expressly set forth in this Exhibit, then PUSH shall credit the Customer 100% of the fees incurred for the interrupted Live Service pro rata the period of the interruption as proportion of the entire service in accordance with the Credit Equation below. The credit shall apply only if the interruption materially and adversely affects Customer’s utilization of the service. The credit set forth in this Exhibit is Customer’s sole and exclusive remedy in the event of PUSH’s failure to meet the Service Availability Standard herein. For the avoidance of doubt the Customer shall not be entitled to receive any refund for the Credit, which can only be applied to purchase further Services.

3. Notwithstanding anything to the contrary, Customer shall not be entitled to a credit if the event(s) or condition(s) that would have otherwise given rise to the credit was caused by any of the following:

- a. Any breach of an applicable contractual agreement by the Customer including any SOW, Master Services Agreement or PUSH’s Standard Terms;
- b. A force majeure event;
- c. Customer’s owned and controlled equipment;
- d. Failure of an in-building connection not provided by PUSH;
- e. Any act or omission of Customer or any third party, including, but not limited to (i) failure to provide access to facilities for testing, (ii) failure to provide access to a Customer location as reasonably required by PUSH to enable PUSH to comply with its maintenance obligations, (iii) any period of time during which PUSH personnel or contractors are denied access to Customer locations or venues, or (iv) failure to take any necessary and reasonable remedial action as recommended by PUSH or otherwise preventing PUSH from doing so; (v) any failure by the Customer to obtain necessary third party clearances in order for PUSH to perform the services as requested;
- f. Any reconfigurations or moves performed at Customer’s request until PUSH has completed the reconfiguration or move and provided notification of such completion to Customer;
- g. Actions or inactions outside of PUSH’s reasonable control; and
- h. Planned service interruptions.
- i. Credit Equation will be calculated by the following:

Down Time / Total Time X # Streams Down / Total # of Streams X Budget = Total Credit

<u>Down Time</u>	X	<u># Down Streams</u>	X	Budget	=	Total Credit
Total Time		# Total Streams				

4. Push Live Offering:

5.
 - a. Reactive web based MCR switcher providing video customization
 - b. Supports 1080p60 live video streams at up to 6-8 Mbps with H264
 - c. Provides clipping and editing function for produced program feed
 - d. Sharing URL for connecting on an API level to Facebook, Twitter, Youtube, and Twitch