

**SERVICE SUPPLEMENT**  
**UPLYNK**

**1. Streaming Services – Description.** Edgio shall provide the following services and products in connection with streaming of Customer content:

**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 on 128-bit AES encryption. Edgio 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 Edgio hosted version of Slicer Technology, known as Cloud Slicer VOD (previously known as Spot Slicing) and Cloud Slicer Live. Cloud Slicer VOD is used for preparing video on demand content for encoding or creating clips using the clipping tool, live event replays, content copies or MP4 exports while the Cloud Slicer Live Service (“CSL Service”) is used for preparing live streams for encoding. Customers are not charged for the use of the CSL Service during the period of time when the slicer is driving active encoding. A nominal slicer-only charge (“Standby Cloud Ingest Fee”) is incurred when the CSL Service is being used for warm failover, is placed in blackout mode, is waiting for an active feed, or is otherwise in an active state but not sending content to the encoder.

**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 Edgio’s pre-approval.

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

**e. Ancillary Tools.** Edgio makes available to Customer a number of tools for use with Uplynk. 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. geoblocking to enforce streaming restrictions in unauthorized locations when using the Edgio CDN,
- vi. a channel scheduler to program linear channels and live event scheduler, and
- vii. 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 Edgio’s 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 Edgio’s Streaming service.

**b. Multi-DRM.** Edgio’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 Uplynk service. Edgio’s Multi-DRM cannot be used

independently from the Uplynk 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.** Edgio 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 Edgio's Uplynk services for specified live Customer Content, Edgio offers Live Event Management Services that include; Live Event management, monitoring, onboarding, advanced setup/testing, creative services and signal acquisition.

**f. Onboarding and Managed Services.** Edgio makes available and Customer may separately purchase onboarding and managed services through prepaid packages, or also in the case of managed services on an ala carte basis:

**i. Video Onboarding Package.** Customers may purchase three (3) months of solution architect and program management assistance up to 40 hours a month (monthly hours unused at the end of the month expire and are not available to rollover to subsequent months) for initial customer onboarding. Additional hours may be purchased on an as needed basis (or through the purchase of a Video Managed Services Package). Certain Customers may require advanced video onboarding services, instead of Edgio's standard onboarding package, which will be outlined in an agreed statement of work.

**ii. Video Managed Services Package.** A Video Managed Services Package will consist of a monthly plan for the duration of the applicable Service Order consisting of either five (5), ten (10) or twenty (20) hours per month of Solution Architect assistance. Video Managed Services Packages are available at reduced hourly rates as compared to purchasing ala carte hours.

### **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 Uplynk technology and services; (ii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Uplynk technology and services; (iii) use Uplynk 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 or any portion thereof. Any use of the Uplynk 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 Uplynk services and 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 Edgio, 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. Edgio 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 Edgio, or the interactions of these items.

**4. Payment.** Customer shall pay to Edgio 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. Edgio shall provide notice to Customer of rate changes for the Uplynk services. The new rates shall be effective on the date set forth in the notice.

**5. Invoicing.** Except as otherwise expressly stated in an SO applicable to the Services, Edgio shall invoice Customer (1) quarterly, in advance, for monthly recurring fees ("MRC") for Services and for any nonrecurring fees ("NRC") (including any other set-up or one-time fees) or monthly, in advance, for MRCs and NRCs including any other set-up or other one-time fees if Customer has pre-authorized automatic payments via credit card; and (2) monthly, in arrears, for charges for use of the Services that exceed the applicable MRCs ("Overages"), as set forth in the applicable SO. Edgio will begin invoicing Customer on the Service Start Date, even if Edgio cannot begin timely delivery of Services for any reason caused by Customer. All fees or charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing. For each credit/debit card chargeback decided in Edgio's favor, Edgio may invoice Customer a \$25.00 charge to recover costs and may pursue any other remedies available herein. Any Credit granted under the applicable SLA, as defined therein, shall be applied to the next applicable invoice.

**6. SLA.** The Uplynk 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 Edgio terminates the applicable SO or

SOW for cause, then Customer shall be invoiced and shall pay to Edgio 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**

**UPLYNK- SERVICE LEVEL AGREEMENT**

**1. Definitions.**

- a. **“Customer Content,”** for purposes of this SLA means objects delivered from a Delivery Server.
- b. **“Delivery Server”** means Edgio-owned and operated servers for delivering Customer Content located on the CDN at Edgio’s Points of Presence (each, a **“POP”**).
- c. **“Services Outage”** means an instance in which Delivery Services are completely unavailable for more than 15 consecutive minutes.
- d. **“Origin Server”** means either Edgio’s or Customer’s Internet web server, where Customer Content is stored for retrieval by Delivery Servers.

**2. SLA.** This Service Level Agreement shall only apply to Delivery Services, as defined within this attachment.

**2.1. Guarantee of 100% Uptime.** Subject to the SLA Exceptions set forth below, Edgio provides an uptime guarantee of 100% to Customer covering (a) uptime of the Edgio content delivery network and (b) Customer Content delivery uptime and availability. Periodically (i.e., every 15 minutes or more often), Edgio 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..

- a. To be eligible for a Credit under this SLA, Customer must be in good standing with no delinquent invoices, in addition to any other SLA requirements.
- b. Credit will only be issued if the Customer has paid in full for all Services covering the time period within which the Credit is requested. Credit will not be issued if the Customer is in breach of the Agreement, including an applicable SO.
- c. If Customer is eligible to receive more than one Credit attributable to the same SLA failure, Customer shall only receive one Credit equal to the highest of all Credits then available.
- d. Edgio may modify any SLA from time to time, effective upon notice to Customer or posting of the revised SLA on Edgio’s website or other Service specific website as applicable. Continued use of Services 15 days after the date of such notice or posting shall constitute assent to the modified SLA.

**2.2. SLA Exceptions.** Customer shall not be eligible to receive a Credit and Edgio shall not be held responsible for a SLA failure, if a Services Outage (as defined above) or other service level failure occurs due, directly or indirectly, to the following (collectively, the **“SLA Exceptions”**): (i) Force Majeure Events; (ii) DNS issues beyond Edgio’s direct control; (iii) scheduled maintenance and emergency maintenance and upgrades; (iv) failure or unavailability of hardware that Customer provides or controls, including, but not limited to, any Customer origin server; (v) failure or unavailability of any third party or public network or system, or software applications or code that Customer provides to Edgio, or the interactions of these items; (vi) negligent acts or omissions, willful misconduct or breach of an applicable SO, Services Supplement, or the Agreement by Customer or others engaged or authorized by Customer; or (vii) stream buffering that occurs due to, or associated with, conditions beyond Edgio’s network or Edgio’s immediate control.

**3. Credits and Credits Claims.**

- a. In order to be eligible for a Credit Claim, as defined below, Customer must notify Customer Support at Edgio of any Services Outage, using the procedures set forth by Edgio by emailing [support@edg.io](mailto:support@edg.io), within five business days following the Services Outage.
- b. To request a Credit under this SLA, Customer must submit a request in writing via email to [slaguarantee@edg.io](mailto:slaguarantee@edg.io). The request must include Customer’s (a) company name, (b) contact name, (c) email address, (d) phone number (e) the date(s) of the suspected Services Outage, (f) a reasonably detailed description of the reason for the Credit request, and (g) the duration of the Services Outage, network traceroutes, the URL(s) affected and any attempts made by Customer to resolve the Services Outage (a **“Credit Claim”**).
- c. Edgio must receive the Credit Claim within 30 days after the suspected Services Outage has occurred

including sufficient evidence to support the Credit Claim from the Customer.

**d.** The suspected Services Outage must be capable of confirmation by Edgio's measurement tools. Edgio will use all information reasonably available to it to validate Credit Claims and make a good faith judgment on whether the SLA applies to the Credit Claim.

**e.** A Credit may not be transferred or applied to any other Edgio account.

**f.** Any issued Credit shall be applied to Customer's invoice within two invoicing cycles after Edgio initially received the Credit request. Credits are exclusive of any Taxes charged to Customer or collected by Edgio.

**g.** A Credit is calculated on the basis of a 30-day month. Notwithstanding anything in this SLA to the contrary, total Credits issued to Customer in connection with any calendar month shall not exceed 50% of the Base Charge paid by Customer for such month. "**Base Charge**" consists solely of the committed base monthly charge paid by Customer for the Delivery Services at issue and excludes all other fees or charges that might be paid by Customer including, but not limited to, setup charges, charges for additional or other services, incremental bandwidth usage, professional services, and any other type of optional additional services.

**h.** Credits are exclusive of any Taxes charged to Customer or collected by Edgio.

**i.** Calculation of Credits: Subject to the terms and conditions of this Performance Service SLA, Edgio shall issue to Customer a credit for a Services Outage in an amount equal to the lesser of one day's worth of the Base Charge paid by Customer, multiplied by each 24-hour period in which Customer experiences a Services Outage during a particular month.

**j.** Edgio reserves the right to periodically change the measurement points and methodologies it uses. This SLA sets forth Customer's sole and exclusive remedy for a Services Outage and other issues related to the Service.