

Streambox Service Level Agreement

This Service Level Agreement (hereafter "SLA") is a policy governing the use of Streambox Live Service web site (www.live.streambox.com), and any other web sites or services owned or operated by Streambox, Inc. under the terms of the Streambox Terms of Use (the "Terms"), between Streambox and users of the Streambox Live Service ("You"). This SLA applies separately to each Streambox account holder using the Streambox Live Service. Unless otherwise provided herein, this SLA is subject to the terms of the Terms, and capitalized terms will have the meaning specified in the Terms. The Terms are hereby incorporated into this Agreement by reference. We reserve the right to change the terms of this SLA in accordance with the Terms.

Minimum Service Commitment

We will use commercially reasonable efforts to make the Streambox Live Service available with a Monthly Uptime Percentage of at least 99% of the time during any month (the "Service Commitment"). In the event we do not meet this threshold, you will be eligible to receive a Service Credit as described below.

Definitions.

Except as otherwise defined below and elsewhere herein, all capitalized terms used herein shall have the meanings assigned thereto in the Premium Terms:

"Monthly Downtime" means the aggregate duration of time during a calendar month for which the ability to access, transmit or decode Contributor Content is not available to all users OR the ability for a Content Contributor to broadcast live is not available due to a problem with the Streambox infrastructure, software or systems; Monthly Downtime shall not include the non-availability of the Streambox Live Service as a result of specific geographic downtime due to Internet backbone issues, any bug or temporary issue with non-critical Streambox features (i.e., graphics, library, 3rd party service integration, uploads, etc.) a Service Interruption Event, Scheduled Outage, or User-side issue (e.g., problems with your Content or Internet connectivity issues).

"Scheduled Outages" means the period of time that the Streambox Live

Service may be temporarily interrupted for upgrades, maintenance, security patching, or for any other similar reason or purpose, including an established framework for scheduling and managing such outages. Scheduled outages will occur during the times as determined by Streambox.

"Service Credit" means a credit of a percentage of the amount of fees and charges for the Streambox Live Service incurred by you for any corresponding Monthly Downtime that causes the Monthly Uptime Percentage to fall below the amount set forth in the chart below.

"Service Interruption Event" means a force majeure event such as flood, extreme weather, fire or other natural calamity, any law, order, regulation, direction, action, or request of any governmental entity or agency, war, riot, civil unrest, work stoppage or strike, or any similar event, or any other event outside of the control of Streambox or any third party providing any portion of the Streambox Live Service, that causes the Streambox Live Service or any portion thereof to be unavailable. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of Monthly Downtime during a given month.

Service Credits.

Service Credits will be calculated as a percentage of the total charges you pay in a month calculated in accordance with the schedule below.

Streambox Monthly Uptime Percentage	Service Credit Percentage
Less than 99%	10%
Less than 95%	25%

In the event you experience any Monthly Downtime that causes the Monthly Uptime Percentage to fall below the Service Commitment, and Streambox determines in its reasonable judgment that such Monthly Downtime was caused by Streambox' failure for reasons within Streambox' reasonable control and not as a result of any actions or inactions of you or any third parties, your sole and exclusive remedy shall be the applicable Service Credit.

In the event that you are entitled to multiple credits hereunder arising from the same event, such credits shall not be cumulative, and you shall be entitled to receive only the maximum single credit available for such event.

The aggregate maximum amount of Service Credits to be issued for any and all Monthly Downtime that occurs in a single calendar month shall not exceed twenty five percent (25%) of your pro-rated amount of monthly recurring fees and charges for the Streambox Live Service incurred by you for the month in which such Service Credits are incurred.

Requesting a Service Credit: To request any of the credits described in this section, you must send an email message credit request to Streambox at streambox.com within ten (10) business days from the end of the month you are eligible to receive a credit. To be eligible, the credit request must (i) include your User ID in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of any Monthly Downtime that you claim to have experienced; (iii) include your server request logs or other relevant data that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. Failure to comply with these credit request requirements will forfeit your right to receive a credit.

Issuance of Service Credits: If approved, a Service Credit will be calculated by multiplying the percentage of the applicable credit to the bill for the month in question, and applying that credit to the outstanding bill for the next month. In the event the credit exceeds charges for the Streambox Live Services for the next month, any balance of the Service Credit will be applied to subsequent months until the credit is fulfilled, for a maximum of six (6) months. A Service Credit will be applicable and issued only if the credit amount for the applicable month is greater than one hundred dollars (\$100.00 USD).

Exclusive Remedy.

In light of the fact that damages from Monthly Downtime or other failure to provide the service level under this SLA would be impossible to ascertain, and that the remedies set forth herein have been arrived at in good faith as a reasonable estimate of compensation and not as a penalty, your remedy shall be fixed and liquidated as set forth in this SLA.

In no event will the total remedies available to you that are covered by this SLA exceed those set forth in this SLA. Your right to receive Service Credits

set forth in this SLA is your sole and exclusive remedy for any unavailability of the Streambox Live Service or failure by Streambox to provide the Streambox Live Service or for Streambox' failure to meet any guaranty or warranty provided by Streambox.

No Service Credit shall be due and Streambox shall have no liability for unavailability of the Streambox Live Service (a) during any Scheduled Outage, (b) resulting from a Service Interruption Event, or (c) caused directly or indirectly, by the acts or omissions of you or your representatives, or any other third party not acting at the direction or on behalf of Streambox, or by hardware or software of yours, your representatives, or any other third party not acting at the direction or on behalf of Streambox.

User Interference.

Without limitation, neither Streambox nor any third party shall be responsible for acts or omissions of your representatives that result in failure of, or disruption to, or unavailability of, the Streambox Live Service. You agree that neither you nor your representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures taken by Streambox or any third party relating to Streambox Live Service. Any failure of or disruption to the Streambox Live Service or unavailability of the Streambox Live Service resulting from a violation of these provisions shall be considered a Service Interruption Event and you will have no right to any Service Credit or other remedy with respect to such failure or disruption. You will be responsible for, and will indemnify Streambox and all affected third parties for, any damage or service interruptions caused by you or your representatives in violation of these provisions, including, without limitation, any damage to any equipment or software that is not supplied by you. Further, you agree to compensate Streambox and any such third party, at the then current rates, for all remedial services or losses resulting from any violation of the above provisions.

Licenses; No Ownership.

This SLA does not transfer any intellectual property to you, and as between the parties, all right, title and interest in and to all intellectual property rights of Streambox and third-parties shall remain solely with Streambox and such third-parties, respectively. You agree that you will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive

source code or other trade secrets from the Streambox Live Service. This SLA does not transfer any possessory or ownership interest in or to any Streambox technology to you.

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