

## Applicaster - Service Level Agreement (the "SLA")

### 1. Definitions

1. "**Business Day**" means any day except Saturday & Sunday or National Holidays in the U.S.A.
2. "**Business Hours**" means 9:00-17:30 ET UTC-5 on Business Days, and, notwithstanding the foregoing, does not include times during Service Maintenance.
3. "**Applicaster Platform**" means (i) those components and modules of the certain applications, operating systems, utility programs, communications software, interfaces and other computer software that Applicaster will make accessible to Customer under the commercial agreement between Applicaster and the Customer; and (ii) all extensions, additions, modifications, and enhancements thereto.
4. "**Specifications**" means Applicaster's published articles, specifications, description guide, occasional publications, and/or data sheets issued by Applicaster, as updated from time to time on the Help Center or Developer Center, for the Applicaster
5. "**Customer**" or "**Company**" means the legal entity to which the Applicaster Platform is being provided to and includes Customer's authorized users and guests ("**Agents**") registered or invited to access and use the Applicaster Platform.
6. "**Customer Content**" shall mean the content provided by Customer to Applicaster.
7. "**Subscription Term**" or "**License Term**" mean the length of time for which the Customer is registered to receive access to the Applicaster Platform commencing on the first day access to the Applicaster Platform is made available to Customer.
8. "**System Maintenance**" means Applicaster's maintaining of the Applicaster Platform which includes, without limitation, hardware upgrades, software upgrades, and network upgrades, as applicable.
9. "**Applicaster Platform Availability**" means availability to all or substantially all Customer's Agents of the Applicaster Platform functioning correctly, accurately and without material degradation of performance as measured over the course of a month.
10. "**Help Center**" means Applicaster's Support portal used as single source of truth for the Support Ticket tracking and Applicaster Platform Specifications.
11. "**Support Ticket**" means an issue or question raised by the Customer and submitted to the Help Center.

12. Any term used but not defined herein, shall have the meaning ascribed to it under the commercial agreement executed between Applicaster and the Customer.

## 2. **Applicaster Customer Support Procedure and Response Time**

Applicaster shall respond to technical issues, questions, and/or queries which the Customer submits to Applicaster Help Center in accordance with the provisions hereof, and which relate to the Applicaster Platform. The time within which Applicaster shall provide its response to Customer under this section shall be according to **Appendix A** (also known as “**SLA**”).

Applicaster Support contact information:

- Support Help Center: <https://applicaster.zendesk.com/hc/en-us/requests>
- Phone: US (Toll Free): +1 (844) 485-0850
- Email: [support@applicaster.com](mailto:support@applicaster.com)

Applicaster offers a self-service, online knowledge base available at:  
<https://applicaster.zendesk.com/hc/en-us>

Applicaster and Customer shall keep all Support Tickets up to date at all times with the latest information (as received from the Customer, third parties, internal Applicaster staff, and any other relevant sources), according to the SLA.

Applicaster shall provide one initial training session prior to App launch and one training session in every contract renewal term thereafter.

Upon request from Customer, in case of a high severity Support Ticket (the "Critical" level as defined below), Applicaster will issue an incident report. The incident report shall include:

- Description of the Downtime event
- Measures taken to resolve the problem
- Actions taken to prevent it from happening in the future

### 3. Customer's Obligations

In order to enable Applicaster to provide the services set forth in this Policy and as a condition thereto, throughout the Term, Customer shall:

1. Own 3<sup>rd</sup> party relationships, provision of licenses and personnel, and provide an escalation point if needed.
2. Provide adequate Customer Content quality (for example, but not limited to, audio/video feed, articles, assets, image galleries). For the avoidance of doubt, adequate quality will be defined by Applicaster.
3. Maintain fully operational internet connection and be in good standing with the internet provider.
4. Notify Applicaster Customer Support at least 48 hours in advance on any High-Profile Event and ensure service enrollment with the applicable Applicaster business point of contact. For clarity, without such enrollment.
5. Supply to Applicaster and maintain an updated escalation and contact list.
6. Include in the Support Ticket description of any details (as applicable):
  1. Date and time when the incident was reported to or came to the attention of the Customer
  2. Platform (i.e. iOS, Android, Apple TV, etc.)
  3. App version
  4. Store version
  5. Action(s) taken by the Customer
  6. Reproduction steps
  7. Other useful information (i.e. device information)
  8. Screenshots or other attachments

#### 4. **Limitation of Liability.**

Notwithstanding anything to the contrary herein,

1. This Policy does not cover the Customer's internet connection. Applicaster may notify when it cannot access the Customer's network; however, it will not diagnose the nature of the problem or how it can be resolved.
2. Issues related to the quality of the Customer's Content and feeds are not covered by this Policy.
3. Issues related directly to 3rd party services, including but not limited to performance, uptime, billing and subscription, which are not Applicaster Platform (for example, but not limited to, Apple Inc. iTunes store & the Google Inc. Android Market) are not covered by this Policy.
4. Issues related directly to 3rd party operating systems (for example, Apple iOS, Google Android OS) that are older than **two** major versions behind the latest. As an example if the latest iOS released by Apple is version 15, then versions 14, 13 are supported while version 12 is not anymore. For Android OS the current is 12.
5. Any failure of the Customer to follow the Customer's obligations as defined above.

#### 5. **Applicaster Platform Availability**

Applicaster will use reasonable commercial efforts to ensure the Applicaster Platform is available to Customers and Agents 99.95% of the time as measured on monthly basis by Applicaster. Availability includes the ability to view live broadcasted content as well as on-demand content, and applies to both play out requests which are part of a subscription package and pay-per-view events.

Availability will be calculated at the end of each calendar month in accordance with the following formula:

$$[(\text{Total} - \text{Downtime})/\text{Total}] * 100 \geq 99.95\%$$

"**Total**" shall mean the total number of minutes in a calendar month;

"**Downtime**" shall mean downtime, which **is not** Excluded Downtime, as defined hereunder;

"**Excluded Downtime**" shall mean:

1. Scheduled and emergency downtime for maintenance for which Applicaster provides Customer, to the extent possible, with at least 5 days' prior notice for any End User impacting maintenance and as soon as practicable for non-impacting maintenance (note that emergency maintenance may not be accompanied by prior notice, rather only post-maintenance notice describing the event necessitating the maintenance).
2. Any unavailability caused by circumstances beyond Applicaster's reasonable control, including, for example:
  1. unavailability attributed to Customer such as content quality input issues, feed sources, internet connection, or any other matter that does not allow Applicaster to adequately serve the requested content or receive the necessary information from Customer needed to resolve an issue;
  2. unavailability attributed to an act of God, act of government, act of terror, fire, flood, earthquake, internet service provider failure or delay, or denial of service attack;
  3. unavailability attributed to iOS App Store and/or Google Play or any other third-party service provider;

## 6. **Remedies**

If Applicaster fails to achieve the availability described below, the Customer shall receive credits against the Customer's monthly license fees to Applicaster as detailed in the table below, but not against excess charges, professional services, or other non-recurring fees. The credit will be applied in the month following the month during which the determination is made that Customer is entitled to the applicable credit. Customer must make a request for a credit within 30 (thirty) days from the date of the applicable Downtime by raising a Support Ticket asking for the credits; otherwise, the Customer waives its rights to receive any credit for the alleged Downtime and will not be entitled to receive any compensation whatsoever. The amounts of credits are calculated as follows:

Availability	Credit Calculation
99.95% > Availability ≥ 99.50%	Credit equivalent to one (1) day's fee as calculated below
99.50% ≥ Availability > 99.0%	Credit equivalent to two (2) day's fee as calculated below
Each one-day fee is calculated as follows: (i) the monthly license fee, divided by (ii) 30 days.	

The maximum number of credits the Customer can claim for Downtime that occurs in a calendar month shall not exceed the monthly license fee of the impacted service.

Customer shall not be entitled to receive credits for any downtime which occurred during a period in which the Customer did not pay all undisputed fees to Applicaster, according to the payment terms.

The remedies described in this paragraph shall be the sole remedies available to the Customer for breach of this Policy.

Applicaster reserves the right to amend this policy, from time to time, upon 30 days prior notice (which may be sent by email).

**Appendix A – General Response Time Matrix**

Severity Level	Definition	Action	Response time
<b>Critical</b>	Issues where the Applicaster Platform is not operational, therefore the Customer experiences complete or critical loss of significant operation of the Applicaster Platform	Availability to receive the request	24 / 7
		Initial response	1 Hour
		Restoration or Resolution Target	Applicaster shall use all reasonable efforts to continue to work on the problem until service is restored
<b>Major</b>	Issues where the Applicaster Platform service is operational, but the Customer experiences significant degradation in functionality of the Applicaster Platform	Availability to receive the request	24 / 7
		Initial response	1 Hour
		Restoration or Resolution Target	Applicaster shall use all reasonable efforts to continue to work on the problem until it is resolved or a workaround is provided
<b>Minor</b>	Issues which are not defined as Critical or Major, including general queries	Availability to receive the request	Applicaster's Normal Business Hours
		Initial response	2 Business Days
		Restoration or Resolution Target	Applicaster shall use reasonable efforts to neutralize the

			problem or provide a workaround
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- If at any point in time Applicaster becomes aware that a problem is not due to its service and/or application, it will so notify Customer and will not be obligated to provide any additional support on account of such problem.
- Response shall mean a telephone call or email from Applicaster Support using the Help Center to Customer confirming receipt of the Support Ticket.
- To maintain the initial response time, Critical and Major problems must be reported by phone to the Applicaster Support phone number.
- Off Hours support does not apply to portions of the Applicaster Platform that incorporate (i) third-party integrations or (ii) non-standard applications or Customer
- Restoration shall also mean a solution that reduces the severity of the applicable incident.
- Applicaster shall determine, in good faith, the severity of each Support Ticket.

## Service Plans

Full transparency and predictability

	Platform	Growth Package
Design set up of App and Updates	✓	✓
Implementation of Target Design and Configuration	✓	✓
Access to Tech Support Help Center (Product Documentation, self-onboarding materials).	✓	✓
Access to Tech Support ticketing system 24/7	✓	✓
Access to Developer Support via the ticketing system	Next Business Day	Next Business Day
Access to SDK Updates	Bi-weekly SDK releases Up to quarterly managed store releases	Bi-weekly SDK releases Up to 6 managed store releases
Scheduled Touchpoints with Customer Success Manager	4 times a year	7 times a year
Support of developments "beyond the Platform"		✓
Access to designated Customer Success Manager		✓
Emails and Slack communication with Customer Success Manager during business hours EST		✓
Product Design and Specification		✓
Product Development & QA (engineer hours towards tech design consultation and/or issues resolution and/or feature development)		✓
Written project status update		✓