

# Service Level Agreement

This Service Level Agreement (“SLA”) supplements the Master Services Agreement (“MSA”) between Streaming Ltd, Devonshire House, Manor Way, Borehamwood, Herts, WD6 1QQ (“We” or “Us”) and You.

Unless defined in this SLA, capitalised terms shall have the meaning given in the MSA.

**We may modify this SLA at any time by providing 90 days’ notice of posting a revised version of the SLA on the pages accessible at <http://www.medial.com/legal>. The revised terms shall be effective immediately.**

## 1. Definitions

“**Business Day**” means any week day, other than a bank or public holiday in England;

“**Business Hours**” means between 09:00 and 17:30 London time on a Business Day;

“**MEDIAL Platform**” means Our platform known as “MEDIAL” which is used to provide the Purchased Services;

“**Response time**” refers to the time between You submitting a ticket (in accordance with the User Guide) and our response.

“**Service Availability**” means the uptime of the MEDIAL Platform, and is measured by subtracting the total minutes of Service Interruptions in a given month from the total minutes in that month, divided by the total minutes in that month and then multiplied by 100.

“**Service Extension**” means days of Purchased Services added to the end of the Package Term, at the same service level as at the time of the outage, at no charge to You.

“**Service Interruption**” means, except for scheduled system maintenance, the period of time that the MEDIAL Platform is either (a) not available for Customer log-in or (b) substantially not functioning in accordance with the User Guide, as measured by Us.

## 2. Service Availability

2.1. The MEDIAL Platform will be operational and available to You 24 hours per day, 7 days per week at least 99.9% of the time in any calendar month, except for scheduled maintenance and upgrades. If We do not meet this Service Availability SLA, You will be eligible to receive the Service Extension described below. Service Extensions will be Your sole and exclusive remedy for any failure by Us to meet the Service Availability SLA.

2.1.1. Service Availability between 99.5% - 99.9%: 3 days

2.1.2. Service Availability between 95.0% - 99.5%: 5 days

2.1.3. Service Availability below 95%: 15 days

2.2. No Service Extension will be awarded in the following circumstances:

2.2.1. Circumstances beyond Our reasonable control, including but not limited to war, terrorism, labor disturbance, interruption of telecommunications, failure of third party software or services, or acts of God.

2.2.2. Network issues outside Our control, including DNS and connectivity problems

- 2.2.3. Errors in Our uptime measurement system.
- 2.2.4. Failure to use the MEDIAL Platform in accordance with the User Guide.
- 2.2.5. Free or Trial accounts.
- 2.2.6. Downtime that has been advised at least 72 hours in advance (“scheduled maintenance”) once per month. We will normally schedule maintenance as in accordance with the Master Services Agreement.

### **3. General Obligations**

- 3.1. You shall have the following responsibilities and obligations:
  - 3.1.1. The Services are designed for use with the software, browsers, equipment and accessories specified in the User Guide. Except as specifically stated in SLA, You shall provide all hardware, software, transmission capacity and connectivity to properly operate and maintain the Services;
  - 3.1.2. You shall provide appropriate and professional training to your employees for the proper use of the Services;
  - 3.1.3. You shall designate a reasonable number of Support Contacts, not to exceed three (3) individuals at any given time, for communication with our helpdesk and shall make reasonable efforts to minimize redundancy in support requests. All support requests must be made through a Support Contact. Each Support Contact shall have adequate technical expertise, training and experience to fulfill his or her responsibilities. You shall immediately provide Us with the name, title and 24-hour contact information for each Support Contact, as well as their immediate supervisor and ensure they manage the appointment of such Contacts to ensure that their own network is kept secure.
  - 3.1.4. You agree that You will provide Your end users up-to-date technical support information through a link to Our Account Maintenance website (<http://pam.medialibrary.com>). You agree that You will not post any technical support information without our prior written consent.

### **4. Support:**

- 4.1. We will make available, during Business Hours, a telephone and email English-language helpdesk facility for the purposes of:
  - 4.1.1. assisting You with the proper use of the MEDIAL Platform; and/or
  - 4.1.2. determining the causes of errors and fixing errors in the MEDIAL Platform.
- 4.2. You must make all requests for support through the helpdesk (<http://support.medial.com> or [support@medial.com](mailto:support@medial.com)), and all such requests must include at least the information set out in the User Guide.

### **5. Limitations on Support**

- 5.1. Our support does not include services requested as a result of, or with respect to, the following, and any services performed as a result thereof will be provided at Our sole discretion and billed to You at our then current consulting rates:
  - 5.1.1. use of the MEDIAL Platform which is (i) not in accordance with the User Guide (ii) unauthorized, or (iii) in an incompatible environment or otherwise which deviates from any operating procedures established by Us; or
  - 5.1.2. accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media; operation of the software or Services with other media not meeting or not

maintained in accordance with the manufacturer’s specifications; or causes other than ordinary use not within Our control that results in the MEDIAL Platform becoming inoperative.

- 5.1.3. the use of the Services on a device that is not set out in the User Guide;
- 5.1.4. Your failure to implement recommendations in respect of, or solutions to, faults as previously advised by Us;
- 5.1.5. any use of the Services for a purpose for which it was not designed;
- 5.1.6. any use of the Services beyond the scope permitted by this SLA, the MSA and the User Guide.

## 6. Support Response

- 6.1. We will use reasonable endeavours to respond to requests for support made through the helpdesk in accordance with the following response time matrix:

Severity	Examples	Response time (Business Hours/Days)
Critical	Complete failure of the Platform, including but not limited to complete inability to access or use the Medial Platform	2 Business Hours
Serious	Essential functionalities are disrupted	4 Business Hours
Moderate	Partial or limited loss of non-essential functionality	1 Business Day
Minor	Inconvenience but not impacting performance	2 Business Days

- 6.2. We will determine, acting reasonably, in to which severity category an issue raised falls.
- 6.3. All support will be provided remotely unless expressly agreed otherwise by Us.
- 6.4. We will notify You as soon as possible if We determine that no such error exists, or if We are unable to reproduce the error.
- 6.5. For current system status and updates on any planned or unplanned Service Interruptions, please see our live status page at: <http://status.medial.com> .

## 7. Escalation

- 7.1. If You do not receive a response from Us within the requisite time frame set out above, You may contact, the escalation contacts as listed below:

Name	Title / Function	Telephone Number	E-Support Address
Level 1 Support	Technical Support	UK (English only): +44(0)8456 470 570	support@medial.com
UK Escalation Contact	Robert Thomas Director, Support	+44(0)8456 470 570 +44(0)7876 235 061	robert.thomas@medial.com