



# Hive Streaming Terms of Service

These Terms of Service (“ToS”) are between Hive Streaming AB, Franzéngatan 3, 112 51 Stockholm, with Swedish company registration number 556648-5396 (“**Hive Streaming**”), and the customer, on behalf of itself and its applicable affiliates (“**Customer**”). The party signing or electronically submitting an Order or accessing the Services represents that it has the authority to bind the Customer and understands and agrees to the Order and the ToS (collectively the “**Agreement**”).

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## **TERMS OF SERVICE**

### **DEFINITIONS**

“**Affiliate**” means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, whether through majority ownership of voting securities or equity interests.

“**Confidential Information**” means information that is proprietary, secret or confidential, including usage data, pricing and financial data, end-user customer information, network designs, analyses, business plans, forecasts, plans and specifications of any product or service, drawings, software, data, prototypes, or other business or technical information.

“**Customer Data**” means any data, information, or material provided by Customer directly or indirectly via the Software Client in the course of using the Services.

“**Customer Network**” means Customer’s internal IP-network used to transport video and other data.

“**Infringement Claim**” means any claim, suit or proceeding brought against a Customer based on an allegation that the Services, as used by Customer in accordance with this Agreement and the applicable



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documentation, infringes upon any Intellectual Property Right or violates any trade secret rights of any third party.

**“Intellectual Property Right(s)”** means any patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

**“Order”** means any initial or subsequent ordering document or online request for access to the Services submitted to Hive Streaming or through a Hive Streaming authorized reseller.

**“Service(s)”** means the generally available Hive Streaming software-as-a-service “SaaS” offerings as further described in Appendix 1 – Service Description.

**“Services Data”** means any data or information, other than Customer Data, generated as a result of operating the Service.

**“Service Period”** means the period during which Customer may access and use the Services, as further described in section 1.9..

**“Software Client”** means the local software client provided by Hive Streaming to be installed on Customer’s computing devices, or to run in Customer’s computing device browsers in order to run the Services.

**“Start Date”** means the date a Customer Order comes into effect as stated in the Order. If no date is stated in the Order, the Start Date shall be the date when Customer submits the initial Order to Hive Streaming.

**“Use Level”** means the generally available models by which Hive Streaming packages, prices and trades the Services to customers as set forth on the applicable price list, websites, Order or Service Description.

### USE AND ORDER TERMS

#### 1.1. Right to Use Service

Hive Streaming will provide the Services set forth in the Order for Customer’s use in accordance with the Agreement and applicable Use Levels. Depending on applicable Use Levels, all Services set forth in Appendix 1 – Service Descriptions may not be available to all Customers.

Hive Streaming hereby grants to Customer a world-wide, non-assignable, non-exclusive license to deploy and use the Software Client within Customer’s premises in order to operate the Services.

Hive Streaming reserves the right to update the Services and the Software Client at its discretion and to discontinue support for older versions of the Software Client. Such mandatory updates to the Services



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and the Software Client are included in the Fees. News about Updates and new versions of the Software Client will be published on the Hive Streaming websites and communicated directly to the Customer. Customer agrees not to use a version of the Software Client not supported by Hive Streaming.

### 1.2. Orders, Fees and Payments

- Customer may order Services using the Hive Streaming then-current ordering processes. All Orders are subject to acceptance by Hive Streaming in its discretion. In the Order, Customer must provide all information that Hive Streaming is required to include in its invoice to Customer, such as purchase order numbers, and may not raise any objection against an invoice because it does not contain additional information. If new purchase orders are required for renewal periods as described in section 1.9, they must be submitted by the Customer in a timely fashion to allow invoicing without delay. All Customer information provided by or on behalf of Customer must be current, complete and accurate and Customer is responsible for keeping such information updated.
- **Fees and Payments.** Customer is responsible for all fees applicable to the Service Period, including any one-time implementation fees ("Fees"). All Fees are due and payable as set forth on the invoice and, unless otherwise agreed in writing, payments of undisputed charges are due thirty (30) days from the invoice date. Customer agrees to notify Hive Streaming of any Fee dispute within fifteen (15) days of the invoice date and Customer agrees to work in good faith to promptly resolve any dispute and pay Fees within thirty (30) days following resolution of the dispute. Customer agrees to pay for any overage in excess of permitted Use Levels as set out in the Order. Hive Streaming reserves the right to review Customer's Services account to confirm compliance with applicable Use Levels.
- **Additional Services.** Hive Streaming may also develop new modules, features and functionalities for the Services and/or Software Client offer them to the Customer at an additional fee. No such updates are invoiced without the Customer's consent. Customer may order additional Services at any time and may at any time upgrade to a higher Use Level. Unless otherwise agreed in the applicable Order, any additional Services or increased Use Levels ordered by Customer following the Start Date are subject to these ToS.
- **Late Payments.** Hive Streaming reserves the right, in its discretion, to (i) suspend or terminate the Services or any portion thereof for non-payment of undisputed Fees, and (ii) charge interest on any amounts not paid when due at a rate of three percent (3%) per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the due date until paid.
- **Service Lead Time and Notification.** All Service requests are subject to Hive Streaming's resource availability and scheduling. For Service requests provided with less than five (5) business days' prior written notice, Hive Streaming reserves the right to apply and expedited service fee.
- **Taxes and Withholding.** Customer shall be responsible for all applicable taxes including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax



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(GST), tariffs, Universal Services Fund (USF) fees (collectively, "Taxes") imposed by any government entity or collecting agency based on the Services, which shall be paid in addition to the amounts set out in the Order. If Customer fails to satisfy its Tax obligations herein, Customer agrees to reimburse Hive Streaming for any Taxes paid on Customer's behalf and indemnify and hold Hive Streaming harmless against any claim, liability and penalties resulting therefrom.

### 1.3. Changes of the Agreement or Services

Any material changes to the Agreement or the Fees for an upcoming Service Period shall be notified by Hive Streaming at least two months in advance. Notification of such changes, or with offers of additional services, may be sent by email or by a clear notice in the Service interface. Any individual who has been made an admin by the Customer shall be considered authorised to accept such changes or offer on behalf of the Customer.

## GENERAL TERMS

### 1.4. Limitations on Use.

Except to the extent permitted by applicable law, Customer agrees, on behalf of itself and its users, not to (i) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Services and the Software Client; (ii) knowingly or negligently access or use the Services in a manner that abuses or disrupts the Hive Streaming networks, security systems, user accounts, or Services of Hive Streaming, or attempt to gain unauthorized access to any of the above, (iii) transmit through or post on the Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise objectionable or unlawful; (iv) market, offer to sell or resell the Services to any third party; (v) use the Services in violation of applicable laws, ordinances or regulations; (vi) use the Services to distribute unsolicited or unauthorized data; (vii) transmit through or post on the Services any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, data privacy or right of publicity; (viii) transmit or post on the Services any material that contains software viruses or other harmful computer code, files or programs; or (ix) use the Services directly or indirectly for competitive benchmarking or other competitive analysis on behalf of a competitor of Hive Streaming.

Hive Streaming shall have sole and exclusive discretion to determine applicability of the restrictions set forth above and any violations thereof and shall inform Customer if a violation occurs. In cases where violations of the use of the Service entails harm or risk of harm to Hive Streaming or the Service, Hive Streaming is entitled to temporarily cut off or limit access to Service. Customer shall be notified about the limitation of access to Service as soon as circumstances allow and Customer will work with Hive Streaming to resolve the issue as expeditiously as possible. Hive Streaming agrees to promptly restore access to the Service as soon as the underlying issue has been resolved and there is no longer a reasonable risk of harm to Hive Streaming and the Services.

### 1.5. Proprietary Rights



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Except for the limited license and use rights granted herein, Customer has no right, title or interest in or to the Services, Software Client, Services Data or any other components provided by Hive Streaming in connection with the Services or any intellectual property rights related thereto. Customer acknowledges that Hive Streaming or its licensors retain all proprietary right, title and interest in and to, or practiced in connection with the Services and any components, including, without limitation, all Services Data, modifications, enhancements, derivative works, configuration, translations, upgrades and interfaces thereto.

### 1.6. Warranties

Hive Streaming warrants and undertakes to Customer that:

it has all requisite power and authority to enter into this Agreement and to carry out all of its obligations under this Agreement;

it has obtained all consents, clearances, permissions, and licenses necessary to carry out all of its obligations under this Agreement;

the receipt of the Services by Customer shall not infringe the Intellectual Property Rights of any third party;

it owns or has the right to provide under valid and enforceable agreements all software;

no malicious code shall be coded or introduced into the Software Client, the Services, or the information technology environment of the Customer;

Hive Streaming shall perform its obligations under this Agreement in compliance with all applicable laws and regulations; and

Hive streaming warrants that the Services will conform to the service descriptions under normal use.

In the event of any breach of any of the warranties set out in this Section 1.6 (Warranties), without prejudice to any other right Customer may have, Customer may require Hive Streaming at its own expense to remedy the breach forthwith.

EXCEPT AS OTHERWISE SET FORTH HEREIN, HIVE STREAMING WARRANTS THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE. HIVE STREAMING MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE SERVICES AND THE SOFTWARE CLIENT WILL BE FREE OF ERRORS. HIVE STREAMING DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; OR (D) ERRORS OR DEFECTS WILL BE CORRECTED OTHER THAN FOLLOWING THE PROCEDURES STATED IN THE SERVICE LEVEL TERMS. THE SERVICE AND THE SOFTWARE CLIENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY HIVE STREAMING.

### 1.7. Indemnification for infringement claims



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- **Indemnification by Hive Streaming.** Subject to this section 1.7, Hive Streaming shall indemnify and defend Customer against any third party Infringement Claim brought against Customer, and pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to such Infringement Claim; provided that: (i) Customer promptly notifies Hive Streaming in writing of an Infringement Claim such that Hive Streaming is not prejudiced by any delay of such notification; (ii) Hive Streaming will have sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer will provide reasonable assistance in the defense of same. Hive Streaming will reimburse Customer for reasonable expenses incurred in providing such assistance. Customer may participate in the defense or settlement of such a claim with counsel of its own choice and at its own expense, however, Customer shall not enter into any settlement agreement or otherwise settle any such claim without Hive Streaming's express prior written consent.
- **Infringement Cures.** If Customer's use of any of the Services is, or in Hive Streaming's opinion is likely to be, enjoined as a result of an Infringement Claim, Hive Streaming shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) above are not reasonably available, Hive Streaming may, in its sole discretion and upon written notice to Customer, terminate this Agreement, cancel access to the Services and refund to Customer any prepaid, but unused Fees.
- Hive Streaming assumes no liability, and shall have no liability, for any Infringement Claim based on (i) Customer's access to or use of the Services following notice of an Infringement Claim; (ii) any modification of the Services by Customer or an agent acting on behalf of the Customer; (iii) Customer's combination of the Services with third party programs, services, data, hardware, or other materials, unless Hive Streaming authorized such combination; or (iv) any trademark or copyright infringement involving any marking or branding authorized or provided by Customer.
- **Exclusive Remedy.** THE FOREGOING STATES HIVE STREAMING'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.
- **Indemnification by Customer.** Customer shall indemnify and defend Hive Streaming against any third party claim brought against Hive Streaming resulting from a breach of Section 1.4 Limitations on Use, or Appendix 4 Customer Accounts and shall pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim; provided that: (i) Hive Streaming promptly notifies Customer in writing of such a claim such that Customer is not prejudiced by any delay of such notification, (ii) Customer will have sole control over the defense and any settlement of any such claim, and (iii) Hive Streaming will provide reasonable assistance in the defense of same. Customer will reimburse Hive Streaming for reasonable expenses incurred in providing such assistance.



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Hive Streaming may participate in the defense or settlement of such a claim with counsel of its own choice and at its own expense; however, Hive Streaming shall not enter into any settlement agreement or otherwise settle any such claim without Customer's express prior written consent.

### 1.8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THESE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 1.9. Term and Termination

- The ToS shall apply throughout the Service Period. The Service Period shall be as specified in the Order and may include an initial period which is automatically renewed for consecutive periods of a specified length. If no initial period and/or renewal period is specified in the Order, then the Service Period shall commence on the Start Date and continue for an initial period of twelve (12) months. Thereafter, the Service Period shall automatically renew for successive twelve (12) month renewal periods. Unless otherwise required by mandatory applicable law, either party may terminate the Agreement by providing a written termination notice at least ninety (90) days prior to the expiration of the then-current Service Period. If the Customer orders any additional Services or increases its Use Levels when less than twelve (12) months remain of the then current Service Period, this shall mean that the Service Period for both the existing and new Services is prematurely renewed as set out in the Order or above.
- **Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches any of its material obligations under the Agreement and fails to cure within thirty (30) days of receipt of written notice from the non-breaching party, or (ii) if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, or (iii) immediately for a breach by Customer of Section 1.1 Right to Use Service, or Section 1.4 Limitations on Use, or Section 1.5 Proprietary Rights, or Appendix 4 Customer Accounts.
- **Effect of Termination.** All fees paid are non-refundable. Upon termination of an Order for any reason, Customer will immediately discontinue all access and use of the Services provided under that Order and remove and delete all copies of the Software Client. Upon termination, Hive Streaming will provide Customer with a backup copy of Customer Data stored in accordance with the terms of this Agreement and applicable law. Subject to the foregoing, Hive Streaming has no obligation to maintain Customer Data following termination and, in any event, will destroy or



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delete Customer Data within thirty (30) days of Customer request, subject to compliance with Hive Streaming policies and applicable law. Neither party shall be liable for any damages resulting from termination of the Agreement provided, however, termination shall not affect any claim arising prior to the effective termination date.

- **Termination Assistance and Switching.** Upon termination of the Agreement, Hive Streaming shall provide reasonable assistance to the Customer to facilitate switching to another data processing service or to the Customer's own infrastructure, including:
  - Exporting Customer Data in a reasonably structured, commonly used, and machine-readable format;
  - Providing documentation necessary to re-establish service functionality with the new provider;
  - Removing any technical or contractual barriers to switching as reasonably required;
  - Completing such assistance within a reasonable timeframe and without imposing unjustified costs or delays.
- The provisions of Section 1.2 Fees and Payment, Section 1.6 Warranties, Section 1.7 Indemnification, Section 1.8 Limitation of Liability, Section 1.9 Effect of Termination, Section 1.10 Notices, Section 1.11 Nondisclosure and Appendix 4 Customer Data Rights shall survive any termination of the Agreement.

### 1.10. Additional Terms

- This Agreement may not be assigned by either party without the prior written approval of the other party except that a party may assign this Agreement without the other party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of any Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the other Party in writing.
- **Data Transparency.** Prior to entering into this Agreement, Hive Streaming shall provide the Customer with clear information regarding the types of data collected, the scope of data processing, and the intended use of such data. This includes a description of Customer Data and Services Data, their respective purposes, and any limitations on access or sharing.



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- **Compliance with laws.** In connection with the use of the Services under the Agreement, each party agrees to comply with all applicable laws and regulations including, but not limited to, export and import, data protection, and privacy laws and regulations. Specifically, Customer shall provide the relevant persons and participants with all information or notices Customer is required by applicable privacy and data protection laws to provide and, if necessary, obtain the consent of or provide choices to such persons and participants as required. Notwithstanding any other provision in this Agreement, Hive Streaming shall have the right to immediately terminate this Agreement for noncompliance with applicable laws.
- **Force Majeure.** Neither party shall be responsible for any delay or failure in performance of any part of the Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act or omission of telecommunications data carriers, or other similar causes beyond its control. If any such an event of force majeure occurs and such event continues for thirty (30) days or more, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect at its sole discretion to resume performance of such order once the condition ceases with the option of the affected party to extend the period of this Agreement up to the length of time the condition endured.
- Unless otherwise agreed, either party may give notice by written communication sent by first class mail or pre-paid post to (i) for Customer, the address on record in Hive Streaming's account information, and (ii) for Hive Streaming, the address below:

Hive Streaming AB, Customer Business Manager, Franzégatan 3, 112 51 Stockholm, Sweden.

Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post).

- **Entire Agreement.** This Agreement, together with any applicable Order(s), comprises the entire agreement between Customer and Hive Streaming and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No text or information set forth on any other form or document shall add to or vary the terms and conditions of the Agreement unless signed by an authorized representative of both parties.

### 1.11. Nondisclosure

The parties of this Agreement shall not disclose Confidential Information to any third parties, or use it except in connection with performance of its obligations under this Agreement. The parties shall restrict Confidential Information to its employees who need it in connection with performance under this Agreement and who are legally obligated by written agreement to protect such Confidential Information to at least the same extent that the parties are obligated hereunder.

The parties' obligations with respect to Confidential Information shall not apply to any Confidential Information that:



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1. was in the public domain at the time of signing of this Agreement or later becomes public other than by breach of the confidentiality undertakings by the receiving party ("Recipient"); or
2. was known to the Recipient prior to the disclosure by the possessing party ("Owner") and which can be shown in writing; or was disclosed to the Recipient by a third party which can be shown who had not received the information, directly or indirectly, from the Owner; or
3. was independently developed by an employee or a consultant to the Recipient without use of or reliance on the Confidential Information of the Owner; or
4. the Recipient is required to disclose to an administrative agency or other governmental body or a court under applicable law or other regulation, provided that the Recipient has notified the Owner of such requirement in question.

Confidential Information will be protected in accordance with this section for five (5) years from the date of receipt, or for as long as the information remains confidential, whichever is longer.

### **1.12. Interoperability**

Hive Streaming shall disclose any applicable interoperability standards, APIs, SDKs, or technical specifications that enable the Customer to integrate or switch to other services. This information shall be made available via a publicly accessible webpage and updated as necessary. Hive Streaming shall not impose proprietary restrictions that prevent interoperability unless required by law or agreed in writing with the Customer.

### **1.13. Applicable Law and Dispute Resolution**

This Agreement shall be governed by the laws of Sweden, without regard to its conflict of laws principles.

All disputes arising out of or in connection with the present contract shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English.

## **Appendix 1 – SERVICE DESCRIPTION**

### Services Overview

Hive Streaming offers a collection of solutions and tools for software-based video distribution and network analysis.

**Hive Streaming** is video distribution service including but not limited to the following features:

- Distribution of live and on-demand video and audio streams;



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- Support for common multi bitrate HTTP streaming formats, including DASH, Smooth Streaming, HDS and HLS;
- Advanced reporting with detailed event statistics;
- Pre-play live or VoD events to test the entire video production work-flow prior to key events (“Silent Testing”)
- APIs for integration of billing data and event statistics.

**Hive Insights** is a video and network reporting and analytics service. Hive Insights might not be available for all Use Levels. The service includes the following features:

- Advanced Event Reports;
- View streaming performance from site level down to devices
- Get actionable reports – Best sites, Worst QoE etc.
- Drill into individual viewer experiences, including player events, buffer behavior & errors
- Interactive graphs
- Explore video streaming performance at site, subnet or device level;
- Visualize peering behavior during the event.

### Activating Services

Customer must create a Hive Services Customer account before using any Service.

To set-up the Hive Streaming service, the Hive Streaming software (“Client”) needs to be deployed to each end-user device. Once deployed, a Client detects and communicates with other Clients, forming a peer-to-peer network. The Clients regularly communicate with the Hive Streaming cloud services to optimize the performance of the peer-to-peer network and to collect event statistics.

Client deployment for enterprises can be made using standard software deployment tools to deploy Windows, Mac and Linux installers.

Hive Insights require only an active Hive Services Customer account. Hive Insights runs in the browser and requires no software installation.

### Operations

Hive Streaming is responsible for operating all parts of the Services and keeping the latest version of installable Client software readily available for deployment to Customer.



## Appendix 2 – LICENSED SOFTWARE

“License Period” means the time during which a Customer is licensed to use the Software pursuant to an Order.

### License Grant

Hive Streaming grants to the Customer the worldwide, non-assignable, non-exclusive license to use and have used and/or reproduce and have reproduced the Software within Customer’s premises in order to operate the Services.

### Limitations of License

The Licensed Software shall be subject to the limitations and rights set forth in Appendix 1.

### License Term

A Customer’s License Period is granted from the Effective Date as stated in the Order. The License Period ends and the entire license grant will be terminated with the termination of the Agreement. At termination, all Customer copies and reproductions of the Software shall be deleted.

## Appendix 3 – SERVICE LEVEL TERMS

This Hive Streaming Service Level Agreement (“SLA”) applies to the Hive Streaming Services. Capitalized terms not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict between the terms of this SLA and the ToS or other agreement with us governing your use of our Services, the terms and conditions of this SLA apply.

### Service Commitment

Hive Streaming will use commercially reasonable efforts to respond to and remedy Incidents within the timeframes set out in **Table 1** as well as making the Services available with a Monthly Uptime Percentage in accordance with **Table 2**.

In addition, Hive Streaming’s Incident responses and remedies will be provided by subject matter specialists with the necessary expertise to support your specific Service Request, to guarantee an efficient support process.

### Definitions



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“**Connection Point**” means the point or points where Hive Streaming connects the Services to a general electronic communications network, except where otherwise agreed.

“**Customer Support**” means the services by which Hive Streaming may provide assistance to Customer to resolve issues with the Services.

“**Error**” means an Incident caused by a software bug in the Services or the Software.

“**Incident**” means any set of circumstances, resulting in a failure to meet a Service Level.

“**Service Credit**” is the percentage of one month’s service fee for the Service that is credited to Customer for a validated Claim. One month’s service fee equals the annual service fee divided by twelve.

“**Service Interval**” means a full calendar month during which the Services are provided to a Customer.

“**Service Level**” means the service levels specified in Table 1

“**Service Request**” means a Service Incident reported by the Customer to the Service support desk.

“**Service Domain**” refers to a set of Internet nodes from where the Service can be accessed by the Customer or Service software downloaded by the Customer’s Users.

## Service Requests

*Table 1: Response and remedy times*

	Service Requests			
Service Level	Confirmation receipt	Response by subject matter specialist	Temporary Remedy	Final Remedy
Correction of Severity 1 Error	5 minutes	30 Minutes	2 Hours	5 Business Days
Correction of Severity 2 Error	5 minutes	2 Hour	24 Hours	5 Business Days
Correction of Severity 3 Error	5 minutes	1 Business Day	5 Business Days	20 Business Days

## Incidents

Hive Streaming shall provide a qualified response to each Service Requests by a subject matter specialist and remedy Incidents in the Services that prevent the Services from substantially conforming to their specifications. To meet the response and remedy times set out in Table 1, the Customer approves that Hive Streaming may perform tests for the purpose of producing on-site diagnostics, improvements and partial corrections of the Services and the Software, patches, or a workaround substantially providing the same functionality as would be obtained without the Error. Customer also commits to being responsive and to reasonably assist Hive Streaming by providing the information and materials necessary to trouble shoot and remedy the Incident. The remedy times in Table 1 shall apply from the time when all necessary information and materials have been provided to Hive Streaming.



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**Notice of Incidents.** The Customer shall notify Hive Streaming of a Services problem by submitting a Support Request at the [Hive Customer Helpdesk](#) site via email to support@hivestreaming.com or by calling +1-877-919-7322 (US) or +44 808 196 4807 (UK). Service Requests shall contain sufficient information for Hive Streaming to be able to reproduce the problem or to be able to start a meaningful error analysis.

**Classification of Service Requests.** The Customer shall classify the priority of Service Requests with severity levels 1, 2 and 3 depending on the severity of the Incident, according to the definitions below. Re-classification of a severity level may be done by mutual agreement by the parties, if the selected priority does not match the severity of the incident in accordance with the definitions below.

The issuer of the Service Requests shall request the priority. The following three Severity Levels shall be used to classify the Service Requests response priority:

- ***Severity 1***

The presence of a Severity 1 incident implies that the Services have been rendered entirely non-functional and/or perform substantially below reasonable levels. Unavailability of Hive backend services or failure of a backend system(s) will be the root cause in these instances.

Example: The video portion of a live event with hive streaming enabled cannot be viewed (non-functionality of Hive Optimization); video traffic exceeding constrained values when using throughput manager and/or portions of the UI cannot be rendered (non-functionality of Hive Analytics).

- ***Severity 2***

The presence of a Severity 2 Incident seriously affects the functionality of the Services, but can be circumvented so that the Services can be used, or implies that a program or function in the Services cannot be used although other programs or functions remain unaffected, or implies that the Services as a whole function but certain function(s) are somewhat disabled, give incorrect results or do not conform to documentation or any agreed standards.

Example: Video streaming achieved lower than expected rates of network offload adversely affecting video consumers with lower quality variants, buffering, and overall impacts on all users accessing the network. The generation of analytical reports timing out and/or data from recent events taking longer than expected to be surfaced (real-time data should be surfaced within minutes of an event; other trends and analyses may be performed periodically (at least once per day) and surfaced after the next time analytics is scheduled).

- ***Severity 3***

A Severity 3 Incident has no significant effect on the functionality of the Services. Example: Discrepancies in the numbers presented in analytics; software and/or algorithmic errors that affect a subset of devices or locations peering.

**Correction of Incidents.**



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Hive Streaming shall use reasonable efforts to complete the Temporary Remedy and the Final Remedy as soon as possible, but never later than within the time period set out in Table 1. Hive Streaming shall keep Customer informed of the progress of the correction work as well as, at Customer's request, provide Customer with written progress reports.

## Availability and Uptime

Availability of the Service means the availability at Connection Points. For every customer instance of the Services, Hive Streaming will provide external monitoring of the following Connection Points:

- Hive Streaming Helper Services access points
- Hive Streaming Admin Portal
- Hive Streaming Software repository
- 

Agreed Availability for the Services measured per Service Interval is:

Monthly Uptime Percentage	Service Credit
<99.9%	30%
<99%	60%
<95%	100%

Table 2: Availability

Availability is calculated using the following formula:

$$\text{Availability (\%)} = (\text{MCM} - \text{PD}^* - \text{D}) / (\text{MCM} - \text{PD}^*) \times 100$$

*\*Excluding downtime for which Hive Streaming is not responsible, in accordance with the Service Level Exclusions.*

**“Downtime” (“D”)** means the period of downtime within the agreed hours of service minus the time of Permitted Downtime. Downtime is calculated from the moment in time the failure in availability is reported by the Customer or measured by Hive Streaming (whichever is earlier) until the Service becomes available. When determining availability in accordance with the formula above, downtime shall not include downtime that is not the responsibility of Hive Streaming in accordance with the Service Level Exclusions.

**“Maximum Connectivity Minutes” (“MCM”)** is the total accumulated minutes during a Service Period for Service Domains. Maximum Connectivity Minutes is measured from the time when Customer has initiated a Service instance to the time Customer has stopped or deleted the Service instance.

**“Permitted Downtime” (“PD”)** means (i) planned service and maintenance about which the Customer has been informed at least one (1) week in advance and which is limited to weekend downtime only in excess of one (1) hour per month outside of weekends, unless otherwise agreed by Customer or (ii) other downtime at the request of the Customer.



# Hive Streaming

## Service Credits

To receive a Service Credit, you must submit a claim by sending an email to **hive-service-credits@hivestreaming.com**. Your credit request must be received by us within 60 days after which the incident occurred and must include the information specified below:

1. The words “Hive Streaming Service Credit Request” in the subject line;
2. The Service Interval and affected region(s);
3. The impacted Service(s).

Your failure to provide the requested and other information as required above will disqualify you from receiving a Service Credit. The amount and method of calculation of Service Credits are described in the definition. Service Credits are calculated for each Service Interval. Service Credits granted in any Service Interval shall not, under any circumstance, exceed the Service Fees due by the Customer for the specific Service Interval during which the Incident occurred. Any Service Credit granted will be credited to the Customer the month following the Service Level Failure.

Unless otherwise provided in the Agreement, this SLA sets forth your sole and exclusive remedies, and Hive’s sole and exclusive obligations, for any unavailability, non-performance, or other failure by us to provide the Services.

## Service Level Exclusions

Service Credits are never awarded for performance or availability issues related to any of the following:

- i. Due to factors outside Hive Streaming’s reasonable control;
- ii. That resulted from the Customer’s hardware or software;
- iii. That resulted from actions or inactions of the Customer or the Customer’s employees, agents, or contractors, in violation of this Agreement;
- iv. That resulted from a schedule maintenance as notified by Hive in accordance with the Agreement.
- v. Caused by the Customer’s use of the Service after Hive Streaming advised the Customer to modify its use of the Service, if the Customer did not modify its use as advised;
- vi. During beta and trial Services (as disclosed by Hive Streaming);
- vii. Solutions and products that Hive Streaming provide free of charge; or
- viii. Applications or software that the Customer creates and produces using data and information obtained as a result from using the Service.

## Appendix 4- CUSTOMER DATA AND SECURITY TERMS

### Collection of Customer Data

In order for the Services to function and for Hive Streaming to fulfil the Service Levels in Section 4 Service Level Terms, the Software collects from the Customer’s computing devices data about operating system, hostname, IP-address, CPU, memory, disk and network capacity.



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HIVE STREAMING SERVICES DO NOT COLLECT NOR STORE ANY CUSTOMER VIDEO CONTENT OR ANY PERSONALLY IDENTIFIABLE INFORMATION.

Note for the sake of clarity: As described in Section 1.9 the Customer may, unconnectedly from the Services, provide Hive Streaming with personally identifiable information for certain users to access support, information and administration functions linked to the Services.

## **Customer Data Rights**

Customer retains all rights to any and all of its Customer Data. The Customer, not Hive Streaming, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

## **Use of Customer Data**

Customer hereby grants to Hive Streaming a non-exclusive, non-transferable, worldwide right to use the Customer Data solely for provision of the Services, subject to the terms and conditions of this Agreement. All rights not expressly granted by Customer herein are reserved by Customer and its licensors.

## **Data Portability**

Hive Streaming shall identify which categories of Customer Data are exportable and which are not, based on technical limitations or legal obligations. All exportable data shall be made available to the Customer upon reasonable request or termination, in a format that enables interoperability with alternative services. Hive Streaming shall not impose any technical or contractual restrictions that prevent the Customer from accessing or transferring such data.

## **Data Access and Retrieval**

Hive Streaming shall ensure that the Customer has the right to access and retrieve all Customer Data generated or processed through the Services. Such data shall be made available in a reasonably structured, commonly used, and machine-readable format upon reasonable request or termination of the Agreement. Hive Streaming shall not impose any technical or contractual barriers that prevent the Customer from exercising this right

## **Third-Party Data Sharing**

The Customer shall have the right to share Customer Data with third parties of its choosing, including other service providers, partners, or internal systems. Hive Streaming shall, upon reasonable request, facilitate such sharing by providing access to the relevant data in a format that supports interoperability and secure transfer. Hive Streaming shall not restrict or condition this right unless required by law or contractual obligations explicitly agreed with the Customer.

## **Customer Accounts**

Customer is solely responsible for (i) the configuration of Customer's Services account, (ii) the operation,



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performance and security of Customer's equipment, networks and other computing resources used to connect to the Services, (iii) ensuring all users exit or log off from the Services at the end of each session, (iv) maintaining the confidentiality of Customer's accounts, user id's and passwords used in conjunction with the Services, and (v) all uses of the Services by Customer and its users. Access credentials for the Services are considered as strictly confidential information and shall be handled in a secure manner by the Customer to prevent unauthorized use of the Services.

Customer will notify Hive Streaming immediately of any unauthorized use of its account or any other breach of security. Hive Streaming will not be liable for any loss that Customer may incur as a result of a third party using its password or account, and Customer may be held liable for any such losses incurred by Hive Streaming or another party.

Customer shall comply with all applicable laws related to the Customer Data in relation to provision of Customer Data to Hive Streaming within the Services, including providing all information or notices Customer is required by law to provide to users and obtain consent of the users, where required.

### **Location of Data Processing and Customer Data at Rest**

Hive Streaming will process and store customer data at rest within Microsoft Azure's data centers in Amsterdam, Netherlands as our primary data center and Dublin, Ireland as our backup. We also store some customer configurations in Heroku data centers located in the US.

### **Deletion of Customer Data**

Hive Streaming will delete all Customer Data upon termination of this Agreement, following completion of any agreed data export or retrieval process, and in accordance with applicable data protection and contractual obligations. Hive Streaming shall confirm deletion upon request and ensure that no residual data remains accessible to its systems or personnel.

### **Customer Data Security**

Hive Streaming shall apply reasonable technical, organizational and administrative security measures to keep Customer Data protected in accordance with industry standards. Hive Streaming has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access or disclosure.

### **Security Compliance**

If Hive Streaming will be given access to Customer's computing devices and the Customer Network in connection with the performance of the Services, Hive Streaming will comply with Customer's applicable security policies, procedures and requirements. Hive Streaming will ensure that only those Hive Streaming employees, agents and representatives who are specifically authorized to gain access to the Customer Network will gain such access.

### **Personal Data Collected**



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As provided by the Customer, Hive Streaming may collect some personal data to effectively and securely operate support, information and administrative functions linked to the Services. Personal data are provided by the Customer when creating a Hive Streaming user account, accessing a Hive Streaming service that requires sign in, or contacting Hive Streaming for support. Hive also use cookies and other similar technologies to collect personal data to improve the user experience of the Hive websites.

Hive ensures that any personal data collected is securely stored and that it will never be shared with third parties without Customer's approval. Customer hereby approves the following Hive Sub-Processors.

Name	Purpose/Nature	Data Center Location	Data being shared	Data category
Microsoft Azure	The Hive Streaming solution is based on the MS Azure platform.	Azure, Western Europe (Amsterdam, Dublin)	All data stored within the Service	Customers end users using computing devices running the Hive Streaming services
Atlassian Service Desk (JSM)	Our customer support and service desk in JIRA.	Global: US, Germany, Ireland, Singapore, and Australia	IP's, email address, names,	Customers end users accessing the Hive Streaming online admin and support services
Heroku	Cloud Hosting Provider for Admin Portal	USA	Plug-in LogEntries for web access logs	Customers end users accessing the Hive Streaming online admin and support services
Google Analytics	Used for web traffic data analysis and part of Hive services	EU, USA (randomly selected public cloud datacenters)	Google Analytics collects data from the end-users through the website, such as IP addresses, unique IDs and ClientIDs.	Customers end users accessing the Hive Streaming online admin and support services
Amplitude	Used for web traffic data analysis and part of Hive services	All data is stored in an AWS US region ( <a href="#">Security &amp; Privacy</a> )	Customer identifiers/name, video id, user context	Customers end users accessing the Hive Streaming online admin and support services



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			(Amplitude collects and analyses data about the use of its own platform by its customers, but that data does not include the data sent to the platform by its customers for analysis on their behalf.)	
Heap	Portal traffic data analysis	AWS US East (N Virginia) & AWS Frankfurt	Email addresses	Customers end users accessing the Hive Streaming portal
Cliezen	Customer Experience monitoring	Western Europe (Belgium, Finland)	Email addresses and names	Users interacting with Cliezen's feedback platform