



Hive Streaming Terms of Service

These Terms of Service (“ToS”) are between Hive Streaming AB, Karlavägen 40, SE-11449 Stockholm, with Swedish company registration number 556648-5396 (“Hive Streaming”), and the customer, on behalf of itself and its applicable affiliates (“Customer”). The authorized party signing or electronically submitting the 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

1. 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 in the course of using the Services.

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

“Effective Date” means the date a Customer Order comes into effect and is the earlier of the date (i) Customer submits the initial Order, or (ii) as stated on the signature block of the Order.

“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 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 Deployment Date” means the date when the Customer has accepted that the Services has been successfully deployed and tested on the Customer Network.

“Service Period” means the calendar period as specified in the Order during which Customer may access and use the Services.

“Software” means the software 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.

“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.

2. USE AND ORDER TERMS

2.1. 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 license as set forth in Appendix 2 - Licensed Software to the Software to be deployed on Customer’s computing devices as may be required to use the Services for professional or business use.

Hive Streaming reserves the right to update the Services and the Software at its discretion and to discontinue support for older versions of the



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

2.2. Orders, Fees and Payments.

- a) **Orders.** Customer may order Services using the Hive Streaming then-current ordering processes. All Orders are subject to acceptance by Hive Streaming in its discretion. 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.
- b) **Fees and Payments.** Customer is responsible for all fees applicable to the Service Period and any Renewal 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. Hive Streaming reserves the right to update the price for Services at any time. Hive Streaming will notify Customers of any price changes by publishing on its website, emailing, quoting or invoicing Customer. Price changes will be effective as of the next Service Period. Customer agrees to pay for any overage in excess of permitted Use Levels. Hive Streaming reserves the right to review Customer's Services account to confirm compliance with applicable Use Levels.
- c) **Additional Services.** 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 ordered by Customer following the Effective Date are subject to these ToS, and shall be coterminous with the Service Period for existing Services.

- d) **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.
- e) **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 (GST), tariffs, Universal Services Fund (USF) fees (collectively, "Taxes") imposed by any government entity or collecting agency based on the Services. 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.

3. GENERAL TERMS

3.1. Limitations on Use.

Except to the extent permitted by applicable law and by Appendix 2 – Licensed Software, 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; (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 through unauthorized means, (iii) transmit through or post on the Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise objectionable or



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unlawful; (iv) market, offer to sell or resell the Services to any unauthorized third party; (v) use the Services in violation of Hive Streaming policies, applicable laws, ordinances or regulations; (vi) use the Services to distribute unsolicited or unauthorized data; (vii) harvest, collect, or gather information or data related to data privacy, international communications, and the transmission of technical or personal data without the user's consent; (viii) 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; (ix) transmit or post on the Services any material that contains software viruses or other harmful or deleterious computer code, files or programs; or (x) use the Services directly or indirectly for competitive benchmarking or other competitive analysis if Customer is a direct competitor of the applicable Service.

Hive Streaming shall have sole and exclusive discretion to determine applicability of the restrictions set forth above and any violations thereof. 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. Hive Streaming may not, in so doing, take any other action than is justifiable in the circumstances. 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.

3.2. Proprietary Rights

Except for the limited license and use rights granted herein, Customer has no right, title or interest in or to the Services, Software, 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.

3.3. 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, 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 3.3 (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 WILL BE FREE OF ERRORS. HIVE STREAMING DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF



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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 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.

3.4. Indemnification

a) **Indemnification by Hive Streaming.**

Subject to sections 3.4 b) Infringement Cures and 3.4 c) Limitation below, 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. Hive Streaming shall not enter into any settlement agreement which imposes any

obligation on Customer without Customer's prior written consent.

b) **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.

c) **Limitation.** 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.

d) **Exclusive Remedy.** THE FOREGOING STATES HIVE STREAMING'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.



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- e) **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 3.1 Limitations on Use, or Section 3.2 Proprietary Rights, or Section 5.4 Customer Accounts, or an allegation that any Customer Data submitted by Customer infringes upon any patent or copyright, or violates trade secret or privacy rights of any party, 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. 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.

3.5. 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.

3.6. Term and Termination

- a) **Term.** The ToS shall apply as long as an Order is in effect. The Service Period shall be as specified in the Order and may include a Service Deployment date, an initial period ("Initial Period") and a renewal period ("Renewal Period"). If no Service Period or Service Deployment date is specified in the Order, then the Service Period shall commence on the Effective Date for a twelve (12) month period, and shall thereafter automatically renew for an additional twelve (12) month Renewal Period on each anniversary thereof, unless either party provides notice of non-renewal thirty (30) days prior to expiration of the then-current term.
- b) **Termination for Convenience.** The Service Period may not be terminated for convenience unless otherwise stated in the Order. During any Renewal Period, either party may terminate the Agreement at any time with prior written notice. Such termination shall be effective at the end of (i) thirty (30) days or (ii) Customer's current billing cycle, whichever is earlier. Customer must submit written notice of termination to Hive Streaming at cancellations@hivestreaming.com or otherwise in accordance with the applicable Service Description.
- c) **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 2.1 Right to Use Service, or Section 3.1 Limitations on Use, or Section 3.2 Proprietary Rights, or Section 5.4 Customer Accounts.

- d) **Effect of Termination.** 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. 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 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.
- e) **Survival.** The provisions of Section 2.2 Fees and Payment, Section 3.3 Warranties, Section 3.4 Indemnification, Section 3.5 Limitation of Liability, Section 3.6 (d) Effect of Termination, Section 3.7 (e) Notices, Section 3.8 Nondisclosure and Section 5.2 Customer Data Rights shall survive any termination of the Agreement.

3.7. Additional Terms

- a) **Assignment.** 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.
- b) **Enforceability.** 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.
- c) **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.

d) **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.

e) **Notices.** 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, Karlavägen 40, 114 49 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).

f) **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.

3.8. 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:

- i. 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
- ii. was known to the Recipient prior to the disclosure by the possessing party ("Owner") and which can be shown in writing; or
- iii. 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
- iv. 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
- v. 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.



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3.9. Applicable Law and Dispute Resolution

The governing laws for the Agreement will depend on where the Customer is domiciled as set forth below.

Customer Domicile	Governing Law
North, South, Central America, or the Caribbean	United States federal law
Europe, Middle East, Africa, Asia or Oceania	Sweden

Prior to litigation, any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be directed to arbitration administered by the International Court of Arbitration, part of the International Chamber of Commerce in Paris (the "ICC"), and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the ICC.

The Rules for Expedited Arbitrations shall apply, unless the ICC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances that the Arbitration Rules shall apply. In the latter case, the ICC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be the local committee of the ICC in New York, United States. The language to be used in the arbitral proceedings shall be English.

4. SERVICE LEVEL TERMS

4.1. Definitions

"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.

"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 in Section 4.4, downtime shall not include downtime that is not the responsibility of Hive Streaming in accordance with Section 4.2.

"Error" means an Incident caused by a software bug in the Services or the Software.

"Incident" means any set of circumstances, including an Error, resulting in a failure to meet a Service Level.

"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.

"Patch(es)" means additional programming code to be integrated within the Service to correct an Error or alleviate its effects.

"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.



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“Service Credit” is the percentage of one month’s service fee for the Service that is credited to Customer for a validated Claim.

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

“Service Level” means the service levels specified in Section 4.4.

“Service Level Failure” means Hive Streaming's failure to meet the Service Levels.

“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.

“Update” means a modification, correction or addition to the Service or documentation, including upgrades and enhancements that Hive Streaming makes available to its licensees as a part of the standard support services.

“Workaround(s)” means a series of instructions, procedural steps or usage clarifications to avoid an Error or circumvent its effects.

4.2. 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. 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;

- v. During beta and trial Services (as disclosed by Hive Streaming);
- vi. Solutions and products that Hive Streaming provide free of charge; or
- vii. Applications or software that the Customer creates and produces using data and information obtained as a result from using the Service.

4.3. Service Credits

Hive Streaming will at all times monitor Service Levels and detect and record any Downtime. In the case of Service Level Failures, the Customer will be granted Service Credits automatically.

The amount and method of calculation of Service Credits are described in Section 4.4. 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.

4.4. Service Levels

Availability of the Service means the availability at Connection Points and measuring of Service Levels means measuring the availability of 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:



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Monthly Uptime Percentage	Service Credit
<99.9%	10%
<99%	30%
<95%	100%

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 Section 4.2.

4.5. Incidents

Hive Streaming shall remedy Incidents in the Services that prevent the Services from substantially conforming to their specifications. Such remedy may consist of partial corrections of the Services, the Software, Patches, or of a Workaround substantially providing the same functionality as would be obtained without the Error.

Notice of Incidents. The Customer shall notify Hive Streaming of a Services problem by submitting a Service Request to the Service support desk via email to support@hivestreaming.com or by calling +46-8-52210219 or +1-800-432-4194. 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 Emergency, High, Medium or Low Severity 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.

The issuer of the Service Requests shall set the priority. The following four Severity Levels shall be used in order to classify the Service Requests response priority:

Emergency

The presence of an Emergency implies that the Services have been rendered non-functional.

High

The presence of a High Severity Incident implies the Services cannot be substantially used, or has a major negative impact on the total system operation, system functionality, or system reliability with regard to Customer.

Medium

The presence of a Medium Severity 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.

Low

A Low Severity Incident has no significant effect on the functionality of the Services.

Correction of Incidents:

- For Incidents classified as Emergency, Hive Streaming shall confirm receipt of the Emergency without undue delay. Hive Streaming shall handle an Emergency in accordance with the action for High Severity Incident but with shorter Response Times and Remedy Times as depicted in Section 4.6. After a Temporary Remedy has been completed for the Incident, the Service Requests may then be re-prioritized by the parties to High, Medium or Low Severity.



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- For Incidents classified as High Priority, Hive Streaming shall first create a Temporary Remedy in order to solve the critical situation, and thereafter a Final Remedy. Hive Streaming shall use its constant and 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 Section 4.6. Hive Streaming shall constantly keep Customer informed of the progress of the correction work as well as, at Customer's request, provide Customer with written progress reports.
- For Incidents classified as Medium Priority, Hive Streaming shall first create a Temporary Remedy and thereafter a Final Remedy. The Temporary Remedy and the Final Remedy shall both be completed no later than within the time periods set out in Section 4.6. Hive Streaming shall report progress as reasonably requested by Customer.
- For Incidents classified as Low Priority, Hive Streaming shall examine and create a Remedy as soon as reasonably possible with regard to Hive Streaming's then current workload and planning but not later than within the time period set out in Section 4.6.

4.6. Response and Remedy Times

Service Requests	Confirm receipt of Service Requests	Temporary Remedy	Final Remedy
Type/Activity			
Correction of Emergency Error	10 Minutes	2 Hours	N/A
Correction of High Severity Error	10 Minutes	24 Hours	5 Business Days
Correction of Medium Severity Error	2 Business Days	10 Business Days	20 Business Days
Correction of Low Severity Error	10 Business Days	N/A	Next Update

Table: Response and remedy times

5. CUSTOMER DATA AND SECURITY TERMS

5.1. 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.

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 5.9 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.

5.2. 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.

5.3. 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.



TERMS OF SERVICE

5.4. Customer Accounts.

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

5.5. 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 the United States and Western Europe.

5.6. Deletion of Customer Data

Hive Streaming will delete all Customer Data upon the conclusion of this Agreement.

5.7. 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.

5.8. 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.

5.9. Personal Data Collected

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.



TERMS OF SERVICE

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;
- 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 (Silent Testing) to test the entire video production workflow prior to key events
- 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 to keep 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 world-wide, irrevocable, 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 Sections 3.1 and 3.2.

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 – SYSTEM REQUIREMENTS

SOFTWARE REQUIREMENTS

The Hive Streaming Client software is supported on the following operating systems:

- Microsoft:
 - Windows 10 64-bit
 - Windows 10 32-bit
 - Windows 8.1 64-bit
 - Windows 8.1 32-bit
 - Windows 7 64-bit
 - Windows 7 32-bit
 - Windows Vista 32-bit
 - Windows XP 32-bit
- Apple:
 - Apple Mac OS X via DMG and PKG packages
- Linux:
 - Ubuntu / Debian via DEB package
 - RedHat / Fedora / CentOS via RPM package