



## MIMiC Production/Clipping and Editing Service Terms and Conditions

These **MIMiC Production/Clipping and Editing Service Terms and Conditions** ("**Terms and Conditions**") are between **The Switch Enterprises, LLC** or its designated subsidiary ("**THE SWITCH**"), and Customer as defined herein.

"**Customer**" means (i) any person or entity using the SWITCH's MIMiC services ("**MIMiC**" or "**Service(s)**"), or (ii) the Customer specified in the applicable Service Schedule.

1. **Scope of Services.** MIMiC is a cloud-based, on-demand, production service that includes remote IP-video contribution, production and clipping tools, and distribution functionality, subject to the Service package and supporting Service components requested by Customer as designated in the Service Schedule.
2. **Service Level Offering.** THE SWITCH offers the following Service packages. The applicable functionality will be dependent on the Service package and supporting Service components requested by the Customer as designated in the Service Schedule.
  - a. **MIMiC Clipping and Editing Service Offering:**
    - i. Reactive web-based editor supporting 25 simultaneous users live clipping streams
    - ii. High quality input streams supporting up to 1080p60 at 20 Mbps H264 or HEVC
    - iii. Integrates with sports data feeds for automated live clipping and posting
    - iv. Supports restreaming to multiple destinations
    - v. Provides sophisticated user and content management, allowing geo-blocking, destination blocking, and timed release
    - vi. Integration with Adobe Premier Pro
  - b. **MIMiC Live Production Package Service Offering:**
    - i. Reactive web based production switcher supporting an unlimited number of simultaneous productions
    - ii. Supports up to twenty 1080p60 live video streams at up to 20 Mbps with H264 or HEVC
    - iii. Provides a production multi-viewer stack and a four-channel replay system for each production
    - iv. Optional: Web based Intercom system with SIP interfaces Integration with VOD and audio streams, subject to an additional fee under this Offering.
    - v. Support for HTML5 graphics systems to allow integration with external graphics and audience engagement systems
    - vi. Provides a production multi-viewer for inbound live video, program output and graphics sources
    - vii. Provides clipping and editing function for produced program feed
  - c. **Contribution Encoding Package:**
    - i. Daily weekly or annual provision of contribution encoding systems
    - ii. Single to quad channel portable and rack mount field equipment supporting H264 and HEVC encoding over bonded cellular, wifi and internet directly into production switcher or clipping tools
    - iii. Encoder systems with integrated PTZ cameras and iPhone and android apps for phone contribution
    - iv. Integrated intercom and IFB support
    - v. Video de-interlacing for signal delivery into the cloud
    - vi. Web based management portal for encoder management and routing
  - d. **Connectivity and Distribution Package:**
    - i. Daily or annual provision of on and off ramps onto The Switch private fiber network
    - ii. Connectivity to over 800+ venues and broadcasters for contribution feeds from venues or distribution
    - iii. Connectivity via cloud direct connect links for optimum performance
    - iv. Video de-interlacing and color space sub-sampling for signal delivery into the cloud
    - v. Annual permanent ports for self service routing via SwitchIT

**3. Service Level Agreement (“SLA”).** The following Service Levels are applicable to THE SWITCH’s MIMiC Services:

- a. Definitions: For purposes of this Section 3 the following terms have the meanings set forth below.
- i. **“Agreements”** means the Master Service Agreement, applicable Service Schedule, and the Terms and Conditions, collectively.
  - ii. **“Available”** means the time within which Services are available for use by Customer over the Internet.
  - iii. **“Availability Requirement”** means 99.5% Service availability, as measured over the applicable Service Period, excluding only the time the Services are not Available solely as a result of one or more Exceptions.
  - iv. **“Error”** means any reproducible failure of the Service to operate in all material respects in accordance with the Service Offering Description for the Level of Service set forth in the Service Schedule, including any problem, failure or error referred to in the Service Level Table herein.
  - v. **“Exceptions”** means a Service Outage due to any of the reasons set forth in Section 3(c) herein.
  - vi. **“NOC”** means THE SWITCH’s network operations center.
  - vii. **“Service Levels”** means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.
  - viii. **“Service Level Table”** means the table set forth herein.
  - ix. **“Service Outage”** means any period in which Services are unavailable for use by Customer over the Internet.
  - x. **“Support Period”** means each full calendar month during which the Service Term occurs and any additional months during which THE SWITCH does or is required to perform any Services.
  - xi. **“Support Services”** means THE SWITCH provided Service maintenance and support services.
  - xii. **“Scheduled Downtime”** means scheduled maintenance that is anticipated to involve system unavailability.
  - xiii. **“Support Request”** means Customer’s request for support. Errors shall be classified in accordance with the severity levels and definitions set forth in the Service Level Table.
- b. Availability Requirement: Subject to the terms and conditions set forth in the Agreements, THE SWITCH will use commercially reasonable efforts to make the Services Available, as measured over the course of the applicable Service period, in accordance with the Availability Requirement.
- c. Exceptions: No period of Service Outage will be included in calculating Availability to the extent that such Service Outage is due to any of the following Exceptions:
- i. Customer’s misuse of the Services;
  - ii. Failure of Internet connectivity;
  - iii. Network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by THE SWITCH or its Subcontractor;
  - iv. Customer’s failure to meet any minimum hardware or software requirements set forth in the Agreements;
  - v. A Force Majeure Event;
  - vi. Failure, interruption, outage or other problem with any software, hardware, system, network, facility, hosting provider, or other matter not supplied by or in the control of THE SWITCH pursuant to the Agreements; or
  - vii. Scheduled Downtime.
- d. Support Services: THE SWITCH will provide Support Services during the support hours throughout the Support Period in accordance with the terms and conditions of the Agreements, including the Service Levels and other THE SWITCH obligations set forth herein. The Support Services are included in the Services, and THE SWITCH will not assess any additional fees, costs or charges for such Support Services.
- i. Support Service Responsibilities. THE SWITCH will:
    - (a) Respond to Support Requests in accordance with the Service Levels; and
    - (b) Provide responsive telephone or email support as set forth herein.
  - ii. Service Monitoring and Management. THE SWITCH will continuously monitor and manage the Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:
    - (a) Periodically monitoring on a twenty-four (24) hour by seven (7) day basis all Services, infrastructure and other components of Service; and
    - (b) If such monitoring identifies, or THE SWITCH otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability.

- (c) If THE SWITCH receives knowledge that the Service or any Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein):
- (i) THE SWITCH will confirm the outage by a direct or remote check of the associated facility or facilities; and
  - (ii) If THE SWITCH's facility check in accordance with clause (i) above confirms a Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a THE SWITCH trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.
  - (iii) THE SWITCH will maintain the Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer:
    - (a) Such updates, bug fixes, enhancements, new releases, new versions and other improvements to the Services, including the Service Software, that THE SWITCH provides at no additional charge; and
    - (b) All such services and repairs as are required to maintain the Services or are ancillary, necessary or otherwise related to Customer's access to or use of the Services, so that the Services operate properly in accordance with the Agreements.
- e. Scheduled Downtime: THE SWITCH will use commercially reasonable efforts to provide Customer no less than twenty-four (24) hours advance notification (via email) of Scheduled Downtime. In the event of a critical system fix, THE SWITCH will provide as much notice as is possible.

| <b>Service Level Table</b>        |  |                      |                        |
|-----------------------------------|--|----------------------|------------------------|
| <b>Severity Level of Incident</b> | <b>Definition</b>  | <b>Response Time</b> | <b>Resolution Time</b> |
| Critical                          | <u>Critical Business Impact</u> – Halts or severely impacts the Customer's ability to conduct operations.  | 15 Minutes           | 30 Minutes             |
| High                              | <u>Significant Business Impact</u> – Normal operations may be degraded but can continue.   | 15 Minutes           | 60 Minutes             |
| Medium                            | <u>Some Business Impact</u> – Normal operations may be degraded but can continue, and service response may be delayed until a mutually established future time. Issue is informational in nature, a request, suggestion or report. No immediate remedial action is expected. | 15 Minutes           | 4 days                 |
| Low                               | <u>Non-Business Impact</u> – Maintenance request, data requests, and non- critical process enhancements.   | 15 Minutes           | 1 week                 |

- f. Service Levels: Response times will be measured from the time THE SWITCH receives a Support Request until the respective times THE SWITCH has responded to that Support Request. THE SWITCH shall respond to all Support Requests within the following times based on THE SWITCH's designation of the severity of the associated Error, in accordance with the Table below:

**g. Support Requests and Customer Obligations:**

- i. Support Requests. Customer may request Support Services by way of a Support Request. Customer shall  
classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in herein. Customer shall notify THE SWITCH of each Support Request by e- mail, telephone or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.
  - ii. Customer Obligations. Customer will, by and through its employee or consultants provide THE SWITCH with:
    - (a) Prompt notice of any Errors; and
    - (b) Each of the following to the extent reasonably necessary to assist THE SWITCH to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
      - (i) Direct access to the Customer systems and the Customer's files and personnel;
      - (ii) Output and other data documents and information, each of which is deemed Customer's Confidential Information as defined in the Agreements; and
      - (iii) Such other reasonable cooperation and assistance as THE SWITCH may request.
- h. Service Contact Information:** THE SWITCH shall provide Customer with access to the NOC twenty-four (24) hours per day and seven (7) days per week. THE SWITCH shall provide advanced troubleshooting, via telephone or e-mail, as deemed necessary by qualified personnel, to resolve Customer issues.
- i. Submission Method.** Customer can contact the NOC through:
- (i) Telephone direct dial-in:  
New York (+1) 212-227-9191  
Los Angeles: (+1) 310-287-3800  
London +44 (0) 207-566-1060
  - (ii) E-mail at [noc@theswitch.tv](mailto:noc@theswitch.tv)
- j. Communications.** The Parties may use e- mail for communications on any matter referred to herein
- k. Service Package Usage conditions:**
- i. Subscription Monthly:
    - (a) Access to the service is determined by written agreement between the parties and the payment of a monthly access fee. If the package is accessed outside of the agreed term the Customer will be responsible for the monthly subscription fee and any hours used on the platform.
  - ii. Bulk hours (Twelve-month Contract)
    - (a) If the Customer exceeds the agreed allocation of hours there will be a limited grace period before access to the platform is revoked. Additional hours can be purchased to extend the number of hours at the existing hourly rate.

iii. Monthly Annual (Twelve-month Contract)

The Customer agrees to a maximum number of hours per month within a twelve (12) month contract period. If the agreed number of hours is exceeded in a given month the additional hours will be charged on a pro-rata basis. Any unused hours in a single month will be forfeited if they are not consumed by the end of the current month.