

## SERVICE SPECIFIC TERMS AND SLA FOR STREAMING MEDIA SERVICE

Global Crossing Streaming Media Service. These are the service terms for Global Crossing's Streaming Media Service (the "Service") which apply to the acquisition and processing of videoconferencing or audio conferencing traffic into a form accessible over the Internet, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (the "Master Agreement") executed by the Customer and Global Crossing. Initial capitalized terms not defined below or otherwise in these terms and conditions have the meanings given to them in the Master Agreement.

### 1. Service Description

- 1.1 The Service consists of the provision of Global Crossing or Customer managed live and on-demand media streaming service elements, as further set forth herein. The following Service features are available: Live Video Streaming, Live Video Streaming with Interactivity, Live Audio Streaming, Live Audio Streaming with Interactivity, P10 Audio Streaming, P10 Video Streaming, Virtual Briefing Center and Virtual Trade Show. These service terms govern only the provision of the bundled service offerings described in this document; the provision of videoconferencing services is subject to the Terms and SLA for Global Crossing's Conferencing Services forming part of Customer's Master Agreement with Global Crossing, or otherwise set out at [www.globalcrossing.com/terms](http://www.globalcrossing.com/terms).
- 1.2 Rates and Charges for the Service, the Initial Term for which they are ordered, and details of any specific features requested by the Customer will be set out on an Order Form for the Service which shall be executed by Customer.
- 1.3 Customer acknowledges that some or all of the Service features described below will be provided by Global Crossing's subcontractor; ON24, Inc.

### 2 Streaming Media Service Elements

- 2.1 Live Video Streaming. This Service feature facilitates the streaming of a live video feed over the Internet and is available for reservation on an hourly basis with half hour extensions. Live Video Streaming also provides the common Service features described in Section 3 below.
- 2.2 Live Video Streaming with Interactivity. This Service element facilitates the streaming of a live video over the Internet together with slides, either as part of the video feed or separately presented through the processed video stream and other advanced interactive elements such as polling, question and answer management and links to other resources from the viewer console. This Service element is available for reservation on an hourly basis with half hour extensions. Live Video Streaming with Interactivity also provides the common Service features described in Section 3 below.
- 2.3 Live Audio Streaming. This Service element facilitates the streaming of a live audio feed over the Internet and is available for reservation on an hourly basis with half hour extensions. Live Audio Streaming also provides the common Service features described in Section 3 below.
- 2.4 Live Audio Streaming with Interactivity. This Service element facilitates the streaming of a live audio feed over the Internet together with advanced interactive elements such as polling, question and answer management and links to other resources from the viewer console. This Service element is available for reservation on an hourly basis with half hour extensions. Live Audio Streaming also provides the common elements of service as defined in Section 3 below.
- 2.5 Simulive Events. Simulive events are events in which the audio or video presentation is pre-recorded and the media files and presentation elements are uploaded into the event manager platform. The event is then broadcast at a pre-determined date and time. Simulive Events can be provided with or without interactivity and with or without Flash technology support. This Service element is available for reservation on an hourly basis with half hour extensions. Simulive Streaming also provides the common elements of service as defined in Section 3 below.
- 2.6 On-Demand Streaming. An on demand webcast ("On-Demand") is a webcast that was recorded and archived so that attendees may access the webcast at any time. On-Demand webcasts are not accessible live. On-Demand streaming can be provided with or without interactivity and with or without flash for both audio and video events. This Service element is available for reservation on an hourly basis with half-hour extensions. On-Demand streams are limited to 2,500 simultaneous viewers. Pricing for On-Demand Services shall be as set forth in the Order Form or as otherwise agreed to between the parties. On-Demand streaming also provides the common elements of service as defined in Section 3 below.
- 2.7 P10 Audio Streaming. This Service element facilitates the streaming of a live audio feed over the Internet through an enhanced encoder which provides increased functionality including a user-controlled, personalized webcast console, optional application bundles and delivery of On-Demand and live non-streaming webcasts to mobile devices. This Service

element is available for reservation on an hourly basis with half hour extensions and additional viewers in increments of 250. P10 Audio Streaming also provides the common elements of service as defined in Section 3 below.

- 2.8 **P10 Video Streaming.** This Service element facilitates the streaming of a live video feed over the Internet through an enhanced encoder which provides increased functionality including a user-controlled, personalized webcast console, source video from multiple webcams, optional application bundles and delivery of On-Demand and live non-streaming webcasts to mobile devices. This Service element is available for reservation on an hourly basis with half hour extensions and additional viewers in increments of 250. P10 Video Streaming also provides the common elements of service as defined in Section 3 below.
- 2.9 **Virtual Briefing Center.** The Virtual Briefing Center is an interactive virtual environment providing a persistent and dynamic online destination to showcase products and engage audiences, internal and external. As part of this Service element, Customer's media assets, webcast library and product documentation can be aggregated and integrated with registration and reporting tools to capture and qualify new leads. Virtual Briefing Center service comprises of the following components: Virtual Host, Virtual Theater, Library, Network Center, Announcement marquee, available 3-D event templates and professional services for custom event design.
- 2.10 **Virtual Trade Show.** Virtual Trade Show is a large-scale interactive virtual environment providing a virtual venue for events such as trade shows, partner pavilions, conferences and training summits. Virtual Trade Show aggregates numerous 3-Dimensional web environments to provide logical access to Customer media. Virtual Trade Show service comprises of the following components: Home Plaza, Auditorium, Exhibit Hall, Resource Center, Exhibitor Booth, Communication Center and Prize Center. Template 3-D virtual environments are available as well as customized designs provided via professional services at an additional charge.
- 2.11 **Internal Event Support.** This Service includes the provision of professional services in which trained specialists will meet with Customer to assess methods to deliver webcasts to different facilities for the Customer. Global Crossing will consult with Customer to create a template for efficiently streaming events to a Customer's internal facilities which will not create congestion conditions on the Customer's Internet access circuit. This Service supports any of the Service elements set forth in Sections 2.1 through 2.10. Pricing for this Service element will vary on a Customer-by-Customer basis, and will be agreed to in writing prior to the commencement of work.
- 2.12 At Customer's request, Global Crossing can provide connectivity between the video / audio source and Global Crossing's subcontractor providing the Service, via ISDN, public Internet or IPVPN. The provision of these Services, if requested, is expressly conditional on the execution of a services agreement by Customer and will incur additional charges.
- 2.13 **Additional Third Party Services.** Additional services provided by third party subcontractors (other than ON24 Inc.) may be available on request. Examples of such services are the rental of video recording / broadcasting equipment and the provision of on-site technician support. Details of any such services (collectively "Additional Third Party Services") and the charges applying thereto, will be set out in the Order Form for the Service.

### **3 Common Service Elements:**

- 3.1 **Production.** The web based events and related projects (collectively, "Events") are produced between standard business hours of 6am to 6pm Pacific Standard Time (PST), excluding weekends and U.S. Federal holidays. Additional charges will apply to Events that are produced outside of these times at Customer's request.
- 3.2 **Project Management.** This consists of kickoff meeting between Global Crossing, Customer, and Global Crossing's third party subcontractor with a view to the development of an Order Form setting out details of the Service Elements requested by Customer for each Event. Order Forms must be agreed and submitted in accordance with the order interval periods set out in Section 7 below.
- 3.3 **Registration Page.** The following registration options are available, both of which include one page header graphic.
- Global Crossing hosted registration, with Customer standard registration fields and up to 5 custom questions.
  - Customer hosted registration, with login functionality and the ability to accept Customer standard registration fields and up to 5 custom fields.
- 3.4 **Publishing.** As part of the Service, Customer will be provided with a unique URL for each Event at which viewers can view each such Event.
- 3.5 **Lobby Page.** Includes one page header graphic, media selection & launch button, test-your-system, and help links.
- 3.6 **Event Console.** Standard viewer console. Includes one page header graphic

- 3.7 **Email.** An email confirmation containing viewing instructions will be sent to each viewer that has been pre-registered with Global Crossing for an Event.
- 3.8 **Presentation.** Use of Presentation Manager client to synchronize presentation elements and moderate Q&A. Includes up to 3 Powerpoint PPT files, up to 5 polls, 1 survey page, and 1 resource page. (If Customer is pushing slides through the video stream, Presentation Manager is not required.)
- 3.9 **Training.** Sixty minute training session for Moderator, Q&A Screener and speakers on Presentation Manager. One week prior notice of training date required. One week prior notice of training date required.
- 3.10 **On-Demand Archive.** Each Event will be archived by Global Crossing for On-Demand viewing for a period of six months from Event Date. This feature may be provided for longer periods of time (at an additional charge) by agreement with Global Crossing at an additional charge.

#### **4. Operational Availability**

- 4.1 Customer acknowledges that it will not be able to access the Service during Scheduled Maintenance or during Unscheduled Maintenance. Scheduled Maintenance is maintenance carried out by Global Crossing or its subcontractor between the hours of six pm and midnight PST on a Saturday. Global Crossing may change the time period for Scheduled Maintenance on written notice to Customer. Unscheduled Maintenance is maintenance that is performed outside of the Scheduled Maintenance Window that (i) in Global Crossing's reasonable discretion, is necessary to avoid loss of Service or (ii) during any downtime mutually agreed to with Customer to correct a situation that endangers the Customer's ability to utilize the Service.

#### **5. On Call Support and SLA Credits**

- 5.1 On-call support will be available during the hours between 6 am and 6 pm PST on business days ("Standard Business Hours"). Details of contact telephone numbers for on-call support will be provided to Customer.
- 5.2 Requests for assistance are categorized as follows:

<b>Request Severity Category</b>	<b>Description</b>	<b>Business Hours Resolution Goals</b>	<b>After Hours Resolution Goals</b>
S1-Critical	Access to Service is not available.	15 minute acknowledgement 15 minute start 1 day resolution	1 hour acknowledgement 1 hour start 1 day resolution
S2-Severe	Access to Service is available but on a diminished basis or with constant interruption	15 minute acknowledgement 15 minute start 1-2 day resolution	Operations not applicable
S3-Major	Access to Service is diminished or interrupted, but a workaround provides reasonable access	15 minute acknowledgement 30 minute start 1-4 day resolution	Operations not applicable
S4-Normal	The Service is accessible but reflect less than perfect quality. Customer requires changes, but they are not critical to existing access.	15 minute acknowledgement 30 minute start 1hour-2 day resolution based upon urgency code	Operations not applicable
S5-Enhancement or Question	Customer request a new or enhanced feature.	15 minute acknowledgement 2 day start	Operations not applicable

- 5.3 **Credits.** If a Failed Event occurs and the Customer notifies Global Crossing within two business days of the Failed Event, the Customer will be entitled to a credit equal to the value of the charges for the Failed Event, excluding any third party expenses for Additional Third Party Services incurred by Global Crossing in respect of that Event. The credit shall be available to Customer exclusively for use on another Event. For the purposes of this provision, a Failed Event shall be deemed to have occurred if:

- (a) for a Live Event, either (i) more than fifty per cent (50%) of all viewers experience interruptions in the media stream that last for at least six (6) consecutive minutes or (ii) the presenter of that Event experiences lags of thirty seconds or more for more than five consecutive minutes in using the interface to control the presentation, and
- (b) for an On-Demand Event that is scheduled to be broadcast at a specific time, more than fifty percent (50%) of the viewers of that event experience interruptions in the media stream that last for at least six (6) consecutive minutes.

5.4 **Exclusions.** No SLA credit shall apply to an Event Failure caused, in whole or part, by any of the following:

- (a) a failure of Customer’s equipment or equipment of a Customer vendor (other than equipment provided by Global Crossing);
- (b) a failure in local access facilities connecting the Customer to Global Crossing’s network which are not provided by Global Crossing;
- (c) force majeure events as defined under the Master Agreement;
- (d) any act or omission of Customer or any third party (other than our subcontractor(s), including but not limited to, Customer’s agents, contractors or vendors), including failing to take any remedial action in relation to a Service as recommended by Global Crossing, or otherwise preventing Global Crossing from doing so, or any act or omission which causes Global Crossing to be unable to meet any of these SLA terms;
- (e) Customer’s negligence or willful misconduct, which may include Customer’s failure to follow agreed-upon procedures;
- (f) any Scheduled Maintenance periods when Customer has been informed of such maintenance, and any Unscheduled Maintenance; or
- (g) disconnection or suspension of the Service by Global Crossing pursuant to a right to do so under the Master Agreement or these terms and conditions.

5.5 **Sole and Exclusive Remedy.** SLA credits provided for in these terms are Customer’s exclusive remedy with respect to items covered in these terms and conditions, including any failure or interruption of the Service.

**6 “LIVE” Viewer Policy**

**Peak Hours:** 9am – 1pm PST, Tues/Wed/Thurs  
**Non-Peak Hours:** All other times (PST)

Number of “Live” Viewers	Advanced Notification and/or Approval Requirements		Price
	Events During Peak Hours	Event During Off-Peak Hours	
1,500 - 2,500	Preferred, but not required.	Not required.	Standard pricing
2,500 – 5,000	10 business days.	Not required.	Additional charges apply which shall be agreed in advance.
5,000+	10 business days and approval required.	10 business days.	Additional charges apply, which shall be agreed in advance

The number of Live Viewers permitted may vary depending on available capacity; thus, advanced notice and/or approval may be required. Orders for Live Viewers for Events must be submitted via Order Form with the lead time specified above.

**7 Additional terms**

7.1 **Order Intervals.** Order Forms must be agreed and submitted by Customer in accordance with the following lead times:

Standard Order interval –

- Ten (10) business days prior to Event for the following Service types: Live Video Streaming, Live Video Streaming with Interactivity, Live Audio Streaming, Live Audio Streaming with Interactivity.
- Thirty (30) business days prior to Event for Virtual Briefing Center.
- Sixty (60) business days prior to Event for Virtual Trade Show.

Rush Order Interval -

- Order Forms submitted with less advance notice than required under the previous paragraph may be rejected by Global Crossing and will be accepted only on a discretionary basis. If accepted, such orders will incur an additional Rush Service Charge as stipulated in the applicable Order Form.

7.2 Notwithstanding the foregoing, Customer acknowledges that a successful Event requires a reasonably complete and correct Order Form to be submitted a reasonable amount of time prior to an Event; Global Crossing shall not be liable for any failures, errors, or omissions, in an Order Form and/or in an Event which arise as a result of Customer's failure to respond on a timely basis to reasonable requests by Global Crossing for clarification of Customer's requirements as set out in an Order Form. Utilizing an Order Form, Global Crossing will commence producing an Event. Customer acknowledges that because of the difficulties in defining all aspects of an Event, it will need to work closely with Global Crossing and accordingly, shall make a representative available for consultation. Customer is fully responsible for providing all content for Events to Global Crossing. Global Crossing will not edit any content provided by Customer for an Event unless otherwise specifically set out in a writing signed by both parties. Each Order Form will describe in sufficient detail all aspects that Customer requires with respect to allowing viewers to view an Event, including the estimated number of viewers that are expected to view the Event, the registration procedures to be followed by viewers in accessing an Event, and the availability of an Event after production for on-demand viewing. If, in the reasonable opinion of Global Crossing, the number of viewers connected to, or attempting to connect to, an Event exceeds the number of viewers scheduled for that Event, Global Crossing may deny additional connections and disconnect existing viewers.

### 7.3 Billing/Invoicing.

- Live Video Streaming, Live Video Streaming with Interactivity, Live Audio Streaming, Live Audio Streaming with Interactivity, SimuLive Video Streaming, SimuLive Video Streaming with Interactivity, SimuLive Audio Streaming, SimuLive Audio Streaming with Interactivity, On-Demand Video Streaming, On-Demand Video Streaming with Interactivity, On-Demand Audio Streaming, On-Demand Audio Streaming with Interactivity, P10 Audio Streaming, P10 Video Streaming and all Self-Service Streaming Events will each be invoiced on completion of the Event.
- All charges for Virtual Trade Show, Virtual Briefing Center Services and any Additional Third Party Services will be invoiced as follows:
  - Fifty percent (50%) shall be invoiced upon submission of Order Form; and
  - The remaining fifty percent (50%) shall be invoiced upon the completion or delivery of such Services.

7.4 Where Customer orders Additional Third Party Services, as part of its Order for an Event, and subsequently cancels, delays or reschedules that Event on less than forty-eight (48) hours notice, Customer shall be liable for all third party cancellation fees, expenses, and costs incurred by Global Crossing as a result of such cancellation, delay, or rescheduling, provided only that in no event shall such cancellation fees, expenses and/or costs exceed the charges that would have been payable in respect of such Additional Third Party Services had the Event proceeded as originally scheduled.

7.5 Customer represents that: (a) when using the Service it shall comply with all applicable laws and regulations (including but not limited to data privacy laws) and that no polls, slides, audio, video, photographs, archives or any other data (collectively "Customer Data") that are transmitted to Global Crossing, or made available to or accessible by viewers using the Service nor any Customer Data comprised in an Event, will contravene any applicable law or regulation, (b) it will not knowingly and intentionally transmit, introduce or allow to be introduced, either through it, or any third party over which it has control, any virus, worm, "Trojan horse" time bomb or similar contaminating/destructive feature or other malicious code using the Service. Customer acknowledges that Global Crossing shall not (and shall have no obligation to) process or review any Customer Data for legality or otherwise exercise any editorial control whatsoever over the Customer Data, but shall merely provide a conduit for the transmission of such Customer Data. Notwithstanding the foregoing, Customer agrees that Global Crossing may remove or disable access to any Customer Data that it reasonably deems to be pornographic, libelous, offensive or otherwise objectionable but that this right shall not absolve Customer from sole responsibility arising from claims by third parties relating to any such material.

7.6 As between Global Crossing and Customer, Customer shall retain all right, title and interest in Customer Data. Customer grants Global Crossing and its subcontractors who assist in the provision of the Service the right to use Customer Data solely to the extent necessary to provide the Service to Customer.

7.7 Customer acknowledges that Global Crossing shall have no obligation to store Customer Data or recordings of Events beyond any time period specifically set forth in an Order Form and that Global Crossing shall have the right, but no obligation, to erase and otherwise destroy all Customer Data relating to or forming part of an Event at the expiry of any agreed period for which such Event and/or Customer Data is to be made available as part of On-Demand service feature. Global Crossing shall not copy or otherwise replicate Customer Data other than for the express purpose of the applicable Event and ensure that Customer Data is promptly deleted or returned to Customer as and when directed by Customer.

7.8 Except as expressly set forth in the Master Agreement and without prejudice to Customer's rights to credits as provided for in Section 5 above, Customer agrees and acknowledges that the Service will be provided "AS IS" and "AS AVAILABLE" without any representation or warranty of any kind, and Customer's use of the Service shall be at Customer's sole risk. Neither Global Crossing nor its subcontractors warrants that the Service will be provided error-free, uninterrupted, or securely or that the Service will be adequate or otherwise fitting for Customer's business purposes and/or requirements.

Neither Global Crossing nor any of its subcontractors shall have any responsibility or liability whatsoever for the accuracy, completeness or timeliness of any Customer Data.

<b>CUSTOMER</b>	<b>GLOBAL CROSSING</b>
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Customer Name: [INSERT FULL CUSTOMER NAME] Master Agreement Reference No. \_\_\_\_\_