IBM Cloud Video Streaming

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

1. Cloud Service

1.1 IBM Cloud Video Streaming Manager

An Instance of IBM Cloud Video Streaming Manager includes the following features:

- tools for live streaming content creation and video asset uploading;
- video content management system (CMS);
- live streaming capability;
- linear live playback of pre-recorded video content;
- playback optimization for multiple devices via transcoding of incoming live streams and recorded video files into additional formats and bitrates and adaptive bitrate playback;
- global stream delivery via multiple content delivery networks (CDNs) controlled by a Software Defined CDN (SD-CDN) architecture;
- hosted viewing page with live player, chat and video gallery;
- HTML5 Compatible embeddable player for live and on-demand content;
- white-label video experience for viewers including customizing the branding of the player and associated functionality;
- configurable embedded video players, video gallery and chat / social widget;
- APIs for reading and writing content, creating channels, customizing viewing experiences, controlling access and retrieving analytics;
- video analytics including content consumption and delivery quality of experience (QoE) metrics;
- features designed to limit access to content with passwords, URL, or geo-based restrictions;
- the ability to add additional users to manage the account. There is one master account administrator; additional account administrators can be added to manage content and settings within the account;
- Software Development Kits (SDKs) that may be used in the creation of custom applications for mobile and connected device platforms with the development work performed by the Client; and
- features to capture viewers' registration information and track viewership according to registrants' emails.

Client must acquire entitlements to an instance of IBM Cloud Video Streaming Manager as described above and the minimum quantity of each of the following, or purchase one of the editions described below:

- **IBM Cloud Video Streaming Manager Viewer**
  Measured in Hours and available in increments of 100. Viewer hours are a measurement of the consumption of video by viewers. This is independent of the length of content or hours of streaming by the content provider.

- **IBM Cloud Video Streaming Manager Channel**
  Available in increments of one. Channels provide a unique streaming path for live or recorded video content. Multiple channels provide a way to stream several different pieces of live content at once, or to embed different groups of recorded content with varying access control or player settings. Each channel comes with its own customizable channel page.
● IBM Cloud Video Streaming Manager Storage
  Measured in Gigabytes and available in increments of 10. Storage is defined as the file size of the original uploaded videos added to the system or archived live streams in addition to backups and multiple lower resolution and bitrate versions of these uploaded files.

1.1.1 Optional IBM Cloud Video Streaming Manager Features
● IBM Cloud Video Streaming Manager Premium Transcode
  Enables transcoding on a per channel basis at one level of resolution higher than the currently included resolutions.
● IBM Cloud Video Streaming Manager Ad Configuration Setup
  This service provides configuration of a single Video Ad Serving Template (VAST), Video Player Ad-Serving Interface Definition (VPAID) advertisement tag or directly hosted creative for a single channel. Client must provide VAST or VPAID compliant URL or media asset that conforms to provided specifications. At least one week notice is required to configure and test the advertisement tags before they can be used in production.
● IBM Cloud Video Streaming Manager Ad Configuration Changes
  This service is available on a subscription or pay per use basis and permits changes based on requests from the Client to modify an existing tag, creative, targeting, frequency or other aspect of an advertisement configuration.
● IBM Cloud Video Streaming Manager Live Event Management Services
  Provides a dedicated live event specialist for up to eight hours to perform configuration of channels and settings to prepare, test and deliver a live streamed event. Includes monitoring of the live event and delivery of a post-event viewership performance report. Services exceeding eight hours will be charged as a second event day.

1.2 IBM Cloud Video Streaming Manager Editions
  Each of the following editions includes the features of the IBM Cloud Video Streaming Manager Instance and the required viewer, channel and storage entitlements, in fixed quantities. This provides an alternative to purchasing an Instance and choosing specific quantities of each of viewer, channel and storage. In these editions, overage is permitted on viewer entitlements, but there is no ability to increase entitlements for channels or storage and no overage charges apply on channels or storage.

1.2.1 IBM Cloud Video Streaming Silver Edition
  a.  1 channel
  b.  50 GB of storage
  c.  100 viewer hours

1.2.2 IBM Cloud Video Streaming Manager Gold Edition
  a.  2 channels
  b.  250 GB of storage
  c.  2,000 viewer hours

1.2.3 IBM Cloud Video Streaming Manager Platinum Edition
  a.  3 channels
  b.  500 GB of storage
  c.  5,000 viewer hours

1.3 IBM Cloud Video Streaming Manager for Enterprise
  An Instance of IBM Cloud Video Streaming Manager for Enterprise includes the following features:
  ● tools for live streaming content creation and video asset uploading;
  ● video content management system (CMS);
  ● live streaming capability;
  ● linear live playback of pre-recorded video content;
● playback optimization for multiple devices via transcoding of incoming live streams and recorded video files into additional formats and bitrates and adaptive bitrate playback;
● global stream delivery via multiple CDNs controlled by a Software Defined CDN (SD-CDN) architecture;
● hosted viewing page with live player, chat and video gallery;
● HTML5 Compatible embeddable player for live and on-demand content;
● white-label video experience for viewers including customizing the branding of the player and associated functionality;
● configurable embedded video players, video gallery, chat and question and answer modules;
● APIs for reading and writing content, creating channels, customizing viewing experiences, controlling access and retrieving analytics;
● video analytics including content consumption and delivery Quality of Experience (QoE) metrics;
● a customizable portal and channel pages for viewing live and on-demand content;
● ability to integrate with corporate directories and offer users a single sign on (SSO) experience; and
● individual viewer tracking to see individual viewing history.

Client must acquire entitlements to an Instance of IBM Cloud Video Streaming Manager for Enterprise as described above and the minimum quantity of each of the following:

● **IBM Cloud Video Streaming Manager for Enterprise Viewer**
  Measured in Authorized Users and available in increments of one. This feature enables Authorized Users to contribute content, watch content or access the administration interface.

● **IBM Cloud Video Streaming Manager for Enterprise Channel**
  Available in increments of one. Channels provide a unique streaming path for live or recorded video content. Multiple channels provide a way to stream several different pieces of live content at once, or to embed different groups of recorded content with varying access control or player settings. Each channel comes with its own customizable channel page.

● **IBM Cloud Video Streaming Manager for Enterprise Storage**
  Measured in Gigabytes and available in increments of 10. Storage is defined as the file size of the original uploaded videos added to the system or archived live streams in addition to backups and multiple lower resolution and bitrate versions of these uploaded files.

1.3.1 Optional IBM Cloud Video Streaming Manager for Enterprise Features

● **IBM Cloud Video Streaming Manager for Enterprise Premium Transcode**
  Enables transcoding on a per channel basis at one level of resolution higher than the currently included resolutions.

● **IBM Cloud Video Streaming Manager for Enterprise Live Event Management Services**
  Provides a dedicated live event specialist for up to eight hours to perform configuration of channels and settings to prepare, test and deliver a live streamed event. Includes monitoring of the live event and delivery of a post-event viewership performance report. Services exceeding eight hours will be charged as a second event day.

1.4 IBM Cloud Video Enterprise Content Delivery Network (ECDN)
This Cloud Service allows the Client to enable a number of Instances to cache and deliver video streams inside a corporate network; and a web-based administrative portal to configure, manage and monitor these Instances.

2. Security Description
This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at http://www.ibm.com/cloud/data-security and any additional terms provided in this section. Any change to IBM's data security and privacy principles will not degrade the security of the Cloud Service.

Client recognizes this Cloud Service does not offer features for the protection of content that contains personal data, sensitive personal data or data subject to additional regulatory requirements. If Client includes such data in its content, it instructs IBM to process such data in accordance with this Agreement
after determining that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Services or the security protections in place.

2.1 Security Features and Responsibilities

The Cloud Service implements the following security features:

The Cloud Service encrypts content during data transmission between the IBM network and the video player. For IBM Cloud Video Streaming Manager SaaS, this is applicable only when the Client uses HTTPS embedded player. The Cloud Service stores recorded videos on encrypted disks when at rest, awaiting data transmission.

3. Service Level Agreement

IBM provides the following availability service level agreement (“SLA”) for the Cloud Service as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

3.1 Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within 3 business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 20 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

3.2 Service Levels

<table>
<thead>
<tr>
<th>Availability during a contracted month</th>
<th>Compensation (% of monthly subscription fee* for contracted month that is the subject of a claim)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.95%</td>
<td>5%</td>
</tr>
<tr>
<td>&lt; 99.5%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 99%</td>
<td>15%</td>
</tr>
<tr>
<td>&lt; 98%</td>
<td>20%</td>
</tr>
</tbody>
</table>

* If the Cloud Service was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the Cloud Service in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month, minus the total number of minutes of Downtime in the contracted month, divided by the total number of minutes in the contracted month.

Example: 500 minutes total Downtime during contracted month

<table>
<thead>
<tr>
<th>43,200 total minutes in a 30 day contracted month</th>
<th>15% Availability credit for 98.8% availability during the contracted month</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 minutes Downtime</td>
<td>42,700 minutes</td>
</tr>
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</table>

43,200 total minutes
4. **Technical Support**

Technical support for the Cloud Service is provided via email, online forums, an online problem reporting system, and telephone. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes. Technical support is offered with the Cloud Service and is not available as a separate offering.

5. **Entitlement and Billing Information**

5.1 **Charge Metrics**

The Cloud Service is available under the charge metric specified in the Transaction Document:

a. **Authorized User** – is a unit of measure by which the Cloud Service can be obtained. Client must obtain separate, dedicated entitlements for each unique Authorized User given access to the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means. Sufficient entitlements must be obtained to cover the number of Authorized Users given access to the Cloud Service during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document. For the purpose of this Cloud Service, an Authorized User is any user who contributes content to the Cloud Service, watches Client content via the Cloud Service, or accesses Client's Cloud Service administration interface.

b. **Hour** – is a unit of measure by which the Cloud Service can be obtained. Sufficient Hour entitlements must be obtained to cover the total number of whole or partial Hours of the Cloud Service used during the measurement period specified in Client's PoE or Transaction Document. For the purpose of this Cloud Service, viewer Hours are a measurement of the consumption of video by viewers. This is independent of the length of content or hours of streaming by the content provider. As an example, one viewer watching one hour of video content counts as one viewer hour or two viewers watching for 30 minutes each would also equal one viewer hour.

c. **Instance** – is a unit of measure by which the Cloud Service can be obtained. An Instance is access to a specific configuration of the Cloud Service. Sufficient entitlements must be obtained for each Instance of the Cloud Service made available to access and use during the measurement period specified in Client's PoE or Transaction Document.

d. **Item** – is a unit of measure by which the Cloud Service can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the Cloud Service. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the Cloud Service during the measurement period specified in Client's PoE or Transaction Document.

e. **Gigabyte** – is a unit of measure by which the Cloud Service can be obtained. A Gigabyte is defined as 2 to the 30th power bytes of data (1,073,741,824 bytes). Sufficient entitlements must be obtained to cover the total number of Gigabytes processed by the Cloud Service during the measurement period specified in Client's Proof of Entitlement or Transaction Document. For the purpose of this Cloud Service, Gigabyte is used as unit of measure to describe the amount of video storage in use on the account at the end of the measurement period.

f. **Event** – is a unit of measure by which the Cloud Service can be obtained. Event entitlements are based on the number of occurrences of a specific event related to the use of the Cloud Service. Event entitlements are specific to the Cloud Service and the type of event may not be exchanged, interchanged, or aggregated with other Event entitlements of another Cloud Service or type of event. Sufficient entitlements must be obtained to cover every event that occurs during the measurement period specified in Client's Proof of Entitlement (PoE) or Transaction Document. For the purpose of this Cloud Service, an Event is a single calendar day of up to eight hours total duration of live streaming. Durations less than eight hours are considered to be full day events. Durations of greater than eight hours are considered to be multiple day events.
5.2 **Set-Up Charges**
A one-time setup fee, if ordered, will be billed at the rate specified in the Transaction Document for each setup service ordered.
An on-demand set-up charge, if ordered, will be billed at the rate specified in the Transaction Document for each setup service.

5.3 **Overage Charges**
For Authorized Users, channels and storage entitlements, if actual usage of the Cloud Service during the measurement period exceeds the entitlement specified in the PoE, an overage charge will be billed at the rate specified in the Transaction Document in the month following such overage.
For viewer Hour entitlements, if Client's actual usage of the Cloud Service in any month during the subscription period exceeds the aggregate total number of entitlements specified in a PoE or Transaction Document, then Client will be invoiced in arrears for overage charges each month, at the overage rate specified in the PoE, once the total aggregate has been reached. Such overage charges are due in addition to the base monthly entitlement charge. If the subscription period is less than 12 months or less than 12 monthly periods remain in the subscription period, the number of monthly entitlements remaining in a subscription will be used for the total number of entitled viewer Hours in aggregate. The aggregate total will reset to zero after the twelfth monthly measuring period.

5.4 **Pay Per Use Charges**
A pay per use charge will be billed at the rate specified in the Transaction Document in the month following such use.

6. **Term and Renewal Options**
The term of the Cloud Service begins on the date IBM notifies Client of their access to the Cloud Service, as documented in the PoE. The PoE will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.
For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the PoE.
For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The Cloud Service will remain available to the end of the calendar month after such 90 day period.

7. **Additional Terms**
7.1 **General**
Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

7.2 **Cloud Service Expiration**
Before expiration or termination of the Cloud Service, Client can use any of the provided reporting or export features of the Cloud Service to extract data. Custom data extraction services are available under a separate agreement.