



Master Service Agreement

Legal

PLEASE READ CAREFULLY: This Master Service Agreement (MSA) is between Resi Media, LLC (“Resi Media”) and the individual or entity (“Customer”) for certain media distribution infrastructure and related **Services** provided by Resi Media as per the **Service Order**. The Customer’s use of and access to Services is governed by the Master Service Agreement which includes the **Terms of Services, Service Level Agreement, Acceptable Use Policy**, and **Privacy Policy**.

BY SIGNING THE PRESENTED MSA OR INSTALLING OR USING THE SERVICES, THE CUSTOMER AGREES THAT (1) CUSTOMER HAS ACCEPTED THE MSA IN ITS ENTIRETY, (2) AGREES TO BE BOUND BY THE MSA, (3) IF THE CUSTOMER IS AN INDIVIDUAL, THEN THE INDIVIDUAL REPRESENTS AND WARRANTS THAT HE HAS THE LEGAL RIGHT TO ENTER INTO THE MSA AND IF THE CUSTOMER IS AN ENTITY, THEN THE INDIVIDUAL WHO AGREES TO THE MSA REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND (4) THIS MSA CONSTITUTES A BINDING AND ENFORCEABLE OBLIGATION BETWEEN Resi Media AND CUSTOMER. IF THE CUSTOMER DOES NOT AGREE WITH ALL THE TERMS OF THIS MSA AND DOES NOT AGREE TO BE BOUND BY THIS MSA, PLEASE DO NOT SIGN OR INSTALL OR USE THE SERVICES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, Resi Media AND CUSTOMER ACKNOWLEDGE AND AGREE TO BE BOUND TO THE TERMS AND CONDITIONS OF THIS MSA.

Customer Organization: _____

Representative Name: _____

Signature: _____

Date: _____

Return this page only. Email to Support@resi.io or Fax to 214-572-9447

Version 1.0.1

Terms of Service ("TOS")

I. DEFINITIONS

"Account Information" means billing information, contact information, payment information and such other information.

"Administrative User" or **"Admin user"** means the account provided by Resi Media to the Customer which gives full access to the Customer portal.

"Affiliate" means any legal entity that a party controls, that controls a party, or that is under common control with a party.

"Anniversary Billing Date" means the date of the month of the effective date except as provided in this definition. For example, if the effective date is May 20, 2015, then the anniversary billing date is the twentieth of the calendar month. If the anniversary billing date is a date in a calendar month which does not exist in each calendar month, then the anniversary billing date shall be the last date of such month (i.e. if the anniversary billing date is the 30th, then in February, the anniversary billing date shall be either February 28 or 29, depending on the year).

"Cloud Mode" refers to a Multisite Decoder, or any other decoding client, pulling content from the Delivery Network (as opposed to LAN Mode).

"Customer" means the individual or entity who agrees to the terms of the MSA.

"Customer Content" means all data, including, without limitation, data text, scripts, video, sound, music, graphics and images that are created, uploaded or transferred in connection with the services by the Customer.

"Customer Network" means the entire internal computer network at a Customer site and the connection providing the network connectivity to the public internet as provided by a third party.

"Customer Portal" means the portal at <http://control.resi.io>

"[Customer] Site" means the geographical location(s) at which the Customer operates.

"Host Site" means a Customer site at which live video is encoded.

"Remote Site" means any Customer site (campus or venue) at which the encoded video is downloaded from the delivery network or encoder (via LAN mode), decoded, and played for production purposes.

"Delivery Network" is the general term used for the portion of Resi Media's Multi-Site Platform which accepts and delivers media across a wide geographical area.

"Effective Date" means the date on which the Customer's service begins, provided the Customer has accepted the MSA by returning the presented MSA or by installing and/or using the services.

"Encoding" means the act of capturing live video from production equipment and transmitting it to Resi Media's delivery network or storing it for LAN delivery.

“Encoding Duration” means a single instance of encoding from start to stop.

“Encoding Hours” means the duration, in hours, that an encoder is actively encoding media.

“Feedback” means any and all suggestions, comments, improvements, or other feedback about the services that Customer or any affiliate provides to Resi Media.

“Flow-Through Provisions” mean the terms of agreements for services provided by third parties which are included in the MSA as required by providers of those services. The flow-through provisions apply only to the relevant services provided by third parties. Such services provided by third parties are part of the services and are subject to the terms of the MSA as well as the flow-through provisions.

“Hardware” means products manufactured by Resi Media, including but not limited to Multisite Decoders and Multisite Encoders.

“Initial Term” means the period commencing on the effective date until the next anniversary billing date.

“LAN Mode” refers to a Multisite Decoder, or any other decoding client, pulling content from an encoder across a LAN or dedicated WAN connection (as opposed to Cloud Mode).

“Minimum Recommended Bandwidth” refers to the average amount of internet bandwidth which should be available to encoders and decoders during normal operating conditions. This number is calculated by multiplying the sum of the video encoding bitrate and audio encoding bitrate by 2.5, $((\text{video bitrate} + \text{audio bitrate}) * 2.5)$.

“Minimum Recommended Delay” applies only to the Multisite Platform, it does not affect the Web Platform; refers to the difference in wall-clock time between when an instance of live video content is encoded, and when that instance of content is played back on a decoder for production purposes. If the minimum recommended bandwidth condition is met for both an encoder and decoder, the minimum recommended delay is two (2) minutes for Multisite Decoders operating in LAN Mode, and five (5) minutes for decoders operating in Cloud mode.

“[Multisite] Decoder” refers to Resi Media’s Multisite Decoder hardware, Multisite Decoder software and Multisite Player software and associated plugins.

“[Multisite] Encoder” refers to Resi Media’s Multisite Encoder hardware, Multisite Encoder Software, plugins and all software created by Resi Media which enables encoder operation.

“Order” means an order for a hardware and/or service which may include a new order for a service or an upgrade or a downgrade of a service.

“Platform Sponsored Event” is a streaming event declared by Resi Media to have special access privileges for Customers as defined within this MSA.

“Playback Hours Downloaded” means the duration, in hours, of content downloaded from the delivery network. This does not include replay of locally cached (already downloaded) content.

“Privacy Agreement” means the terms governing the use of Customer data and Customer content.

“Production Purposes” means used in event production to be viewed by an audience in real time or at a later time; in contrast to testing purposes.

“Renewal Term” means the period commencing after the last day of the initial term or the renewal term and extending until the next anniversary billing date.

“Services” has the meaning set forth in the recitals or Service Order.

“Service Order” means the requested services as documented on a purchase order, invoice, or sales receipt.

“Shared Event” means any streaming event shared between two or more organizations across the platform.

“SLA” means the service level agreement.

“SITE” means www.resi.io and all subdomains.

“Site User Account” means an account provided by Resi Media to the Customer which gives access to Multisite Decoder and the Customer portal. This includes remote site user accounts and host site user accounts.

“Software” means a program that enables Resi Media computers and servers to perform a specific task developed by Resi Media. This includes but is not limited to: applications, scripts, applets, plugins, transcoding, data transport, alerts and other programmatic ways to automate actions as services to end customers and providers.”

“Third Party” means an individual or an entity which is not a Customer, Resi Media, or an affiliate of Resi Media.

“Third Party Services” mean services which are provided by third parties directly to Customer. The definition of services does not include third party services.

“TOS” means the terms of service for the services.

“TPS Agreements” mean agreements for third party services which are directly between the Customer and the provider of the third party services. These agreements are separate and independent from the MSA and Resi Media is not a party to these agreements.

2. Resi Media’s OBLIGATIONS

- A. **Provision of Services.** Contingent on Resi Media’s acceptance of an order and subject to the terms of the MSA, Resi Media agrees to use commercially reasonable efforts to provide the services subject to the terms of service level agreements. Resi Media may add new features and make changes to existing features without notice if they are in good faith reasonably believed to not negatively impact the customer. Any other modification, including the discontinuation or price change of a product, requires Resi Media to provide 30 days notice to the customer. If the customer continues to use the services following any such modification, such use will be deemed acceptance of such modification by customer. The third party services are provided by the relevant third parties and Resi Media is not responsible for the provision of third party services.
- B. **Age.** Customer must be at least 18 years of age or otherwise have the legal capacity to order services. If Customer is ordering services on behalf of an employer, company, or

other legal entity, Customer represents and warrants that it has the legal right and authority to order services and be bound to this MSA

3. USE OF AND ACCESS TO THE SERVICES

- A. Ordering and Modification of Services.** Customer may order services and upgrades to such services through the Customer portal or by contacting Resi Media directly. Resi Media may accept such orders in its sole discretion and shall give notice to Customer of acceptance of such order. For downgrades or cancellation of services, the request should be made directly to Resi Media in writing by the Customer's designated administrative user or an authorized Customer representative. Discontinuance of service requests must be submitted to billing@resi.io and must be received a minimum of 15 days prior to 00:00:01 CST (GMT-6) on the anniversary or monthly billing date. The failure to provide the required 15 days prior written notice will result in the Customer being charged for the services during the relevant renewal term. Any services cancelled prior to such 15 day period will remain accessible to Customer until the anniversary billing date. Please refer to Section 13. For additional information on how to contact Resi. All Non-Profit organizations have to apply for Non-Profit based discounts. A non-profit Customer shall communicate to Resi they are a deemed non-profit and shall apply to receive a discount. If acceptable documentation is not provided within 30 days to Resi, then Customer agrees the discount shall be removed and to pay back accum amount of discounts received.
- B. Rights to Use Services.** Subject to the terms and conditions of this MSA, Resi Media grants Customer an exclusive, non-transferable, non-licensable, and not resell-able, and shall have revocable rights in the services solely to use and access the services for internal purposes unless otherwise agreed upon, for the duration of the term.
- C. Customer Obligations.** Customer agrees to do each of the following: (i) comply with all applicable laws, rules and regulations, including, without limitation, the Foreign Corrupt Practices Act international anti-corruption laws and the Digital Millennium Copyright Act and intellectual property laws; (ii) pay the fees for the services when due; (iii) use reasonable security precautions for providing access to the services by its employees or other individuals to whom it provides access; (iv) cooperate with Resi Media or its affiliates investigation of outages, security problems, and any suspected breach of the MSA; (v) comply with all applicable license terms or terms of use for any software, content, service or website (including Customer content) which Customer uses or accesses when using the services; (vi) give Resi Media true, accurate, current, and complete account information; (vii) keep Customer's account information up to date; (viii) be responsible for the use of the services by Customer and any other person to whom Customer has given access to the services; (ix) comply with the TPS Agreements; (x) use commercially reasonable efforts to prevent unauthorized access to or use of the services and notify Resi Media as soon as practical of any known or suspected unauthorized use of Customer's account, the services or any other breach of security. Customer may not use the services in any situation where failure or fault of the services could lead to death or serious bodily injury of any person, or to physical or environmental damage. Customer may not resell any of the services alone to any third party without first entering into a reseller agreement with Resi Media.
- D. Use of provided Customer Site User Accounts.** Customer agrees not to login to Multisite Decoder with the same user account at multiple locations simultaneously or misuse an account login by substitution of location names. Such activity is monitored-by and reported-to Resi Media's quality assurance team, and violations will be subject to

Sections 9 and 10 of the TOS, which includes potential suspension of services and possible termination of the MSA.

E. Use of Hardware or Software Encoder and Decoder Services.

- a. Customer agrees not to exceed a 12-hour encoding duration per encoding instance. This means no individual streaming event shall extend beyond 12 hours. Customer understands any event extending past 12 hours will be automatically stopped to protect the Customer content on the encoder.
- b. Customer agrees not to exceed 180 encoding hours per anniversary month per plan. Customer agrees not to exceed 180 playback hours downloaded per site user account per anniversary month. Overages will be billed at a rate of \$15 per hour transferred.
- c. If Customer owns multiple Multisite Encoders, Customer agrees only one Multisite Encoder per service plan shall be actively encoding live content at a time except for redundancy (failover) purposes, unless otherwise agreed upon by Resi Media in writing.
- d. Customer shall not exceed the number of Multisite Decoders simultaneously used for production purposes beyond the Customer's number of remote sites as stated within the service order, except when participating in platform sponsored events. This means if the Customer's service order indicates the Customer is billed for two remote sites, only two of the Customer's sites may use Multisite Decoder for production purposes simultaneously for a shared or non-shared event. All Customer site user accounts may simultaneously use Multisite Decoder for production purposes for a platform sponsored event.
- e. Customer understands that, when used for production purposes, a live event is intended to be played out in accordance with the minimum recommended delay as defined in the TOS definitions.
- f. LAN Mode functionality may only be used over local area networks (LANs), and wide area networks (WAN) sites which are connected to the encoding site with dedicated routes such as provided by an MPLS or VPLS service. LAN Mode functionality is not to be used over VPN Connections.
- g. Software, and Software Plug-Ins either encoder or decoders may only be used within their authorized and designated vendors approved application host software. Any plug-in software shall not be configured nor utilized outside it's Resi Media approved software application. In the event of misuse, licensing shall not be supported, with any active license revoked, at the sole discretion of Resi Media.

F. Special Terms for Third Party Services. To the extent Customer orders third party services under TPS Agreements, Resi Media is not responsible for such third party services and the provider of the third party service is solely responsible for providing such third party services.

G. Open Source Software.

- a. **Usage.** Customer understands and agrees that, in performing the services, Resi Media may use and incorporate open source software. Customer hereby accepts all services subject to any and all applicable open source licenses.
- b. **Copies of Licenses.** Resi Media shall deliver to Customer, at Customer's request, copies of open source licenses applicable to the services.
- c. Multisite Encoders use code of FFmpeg licensed under the GPL version 2 (<https://www.gnu.org/licenses/old-licenses/gpl-2.0.html>) and its source can be downloaded here. <https://github.com/FFmpeg/FFmpeg>

4. PAYMENT

- A. Fees.** All fees for the provision of services (except as provided below for additional service fees and one time fees) are due in advance of the first day of the relevant term. For example, the fees for such services during the initial term shall be due on the effective date or before the provision of services. The fees for the services for renewal term would be due on or prior to the anniversary billing date for such renewal term. The amount due may be adjusted by addition of services, upgrade of services, discontinuance of services or downgrade of services and through the use of SLA credits. The fees for additional or upgraded services for which the order is accepted on the anniversary billing date will be due on the anniversary billing date. The fees for additional or upgraded services for which the order is accepted after an anniversary billing date will be prorated on a calendar day basis to the next anniversary billing date and billed as a one-time pro-rata charge on the next anniversary billing date. Such fees will be due for the following renewal terms until cancelled.
- B. Additional Service Fees/One Time Fees/Overage Fees.** Fees for additional services such as playback hours downloaded overages or encoding hours overages, payment shall be due on the next anniversary billing date. One time fees, such as any applicable setup fees, administrative fees and late fees, are due and payable when invoiced, and/or as agreed by Resi Media.
- C. Payment Methods.** The payment shall be made by the credit card maintained on file with Resi Media, automatic transfer (ACH) or such other method as approved by Resi Media. Payment with checks are available for hardware payments and yearly service payments only; payment with a check for monthly service is not accepted. For credit card payments, the payment of fees shall be automatic on the due date. Payments with credit cards are subject to a 3% payment processing fee.
- D. Taxes.** All prices and fees specified in or referred to in this MSA are stated exclusive of any tax, including withholding tax, sales, use, value added, levies, import and custom duties, excise or other similar or equivalent taxes imposed on the supply of services. Any sales, use, levies, excise, withholding taxes or similar charges, direct or indirect, applicable or to become applicable, which are levied as a result of the supply of the services shall be paid by the Customer. Neither party shall be liable for the other party's taxes based on income. If withholding tax applies to any payments for services made under this MSA, the Customer may deduct such taxes and shall pay such taxes to the appropriate tax authority; provided that Customer shall provide Resi Media with an official receipt for any such taxes withheld and must notify Resi Media prior to payment that withholding tax is required to be paid and Customer shall pay to Resi Media any additional amount to ensure that Resi Media receives the full amount of the invoice. If Resi Media has the legal obligation to pay or collect taxes for which Customer is responsible under this paragraph, the appropriate amount shall be charged to and paid by Customer in addition to the amount of the invoice, unless Customer provides Resi Media with a valid tax exemption certificate authorized by the appropriate taxing authority. The parties undertake to cooperate, where possible, to minimize the amount of withholding tax due by making advance clearance applications under the relevant double taxation treaties (where applicable) to the relevant tax authority to reduce the rate of withholding tax or exempt entirely this amount if applicable. In any event, the Customer undertakes to account for any tax withheld to the tax authorities on a timely basis.
- E. SLA Credits.** SLA Credits, if issued to Customer's account, shall be used only to offset future charges for certain services as provided in the service level agreement. SLA

credits may not be sold, converted to cash or transferred to third parties or affiliates. SLA Credits shall expire on the termination or expiration of the MSA.

- F. Additional Fees.** The Customer's failure to pay any fees on the due date shall result in incurring a late fee of \$50 on the 15th day overdue, and an additional \$50 each 15th day thereafter. For example, if a payment is 15 days late a \$50 late fee will be due; if a payment is 30 days late a \$100 late fee will be due, etc. If Resi Media has suspended the Customer's access to the services as provided in Section 9, the Customer shall incur a \$50 reconnection fee. Such fees shall be due upon receipt, and Resi Media will not reconnect any services to the Customer until full payment of such fees.
- G. Refunds & Disputes.** All fees paid to Resi Media for hardware are non-refundable. If the Customer believes that a service bill is in error, the Customer must contact Resi Media within 30 days of the receipt of the disputed bill. Any invoice not disputed by Customer within 30 days of receipt of the invoice shall be conclusively accepted by Customer as correct. Customer is responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by Resi Media in enforcing collection of fees.

5. LIMITED WARRANTY

Within one year of purchase, Resi Media shall be responsible for repairing or replacing, at Resi Media's expense, any hardware sold as "new" by Resi Media that fails due to manufacturer's defect. The limited warranty term is one (1) year beginning on the date of shipment, as recorded by the shipment notification. Any damage which occurs while shipping hardware from Resi Media to the Customer is also covered, otherwise, this warranty does not cover damage to external causes, such as abuse, problems with electrical power, or any other damage caused by the Customer. No warranties expressed nor implied, shall cover software applications, developed code, licensing and plug-ins. Resi Media shall not be responsible nor liable for third party provided hardware, software, plug-ins and services.

6. OWNERSHIP OF SITE; ENCODING, DISTRIBUTION, AND DECODING TECHNOLOGY INTELLECTUAL PROPERTY.

Customer hereby acknowledges and agrees that Resi Media (or its licensors) own all legal right, title and interest in and to the site and the services provided by Resi Media, including, without limitation, any intellectual property or other proprietary rights which subsist in the site and services (whether such rights are registered or unregistered, and wherever in the world those rights may exist). As between Customer and Resi Media, all materials on the site, including, but not limited to, graphics, user and visual interfaces, images, software, applications, plug-ins and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the site and its content (except for any Customer content), and the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on the Site, are all owned by Resi Media or its licensors. The Customer may not attempt to reverse engineer or reproduce any aspect of the encoding, delivery, or decoding technology. The Customer may not access any non-Customer produced data directly from the encoder under any circumstances. Violation of these terms will be bound to TOS Sections 9 and 10.

7. INDEMNIFICATION.

The parties hereby agree to indemnify, defend and hold harmless the other party and their respective affiliates, licensors and providers of third party services, and their respective directors, officers, employees, contractors, agents, successors, and assigns, (each, an "Indemnified Party,"

and collectively, the "Indemnified Parties"), from and against any and all liability (including, without limitation, attorneys' fees and costs) incurred by the Indemnified Parties in connection with any actual or alleged claim ("Claim") arising out of: (a) the other party's use of the services or third party services; (b) any breach or alleged breach by the other party of this MSA; (c) any breach or alleged breach by the other party, including, without limitation, any actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, privacy, publication or other proprietary right; (d) any damage caused by or alleged to have been caused by the other party or the other party's end users to the site or services; or (e) any actual or alleged violation or non-compliance by the other party or the other party's end users with any applicable law, court order, rule or regulation in any jurisdiction.

8. LIMITATION OF LIABILITY.

EXCEPT AS REQUIRED BY LAW Resi Media WILL NOT BE LIABLE TO CUSTOMER FOR DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE SITE OR SERVICES. IF, NOTWITHSTANDING THE FOREGOING, Resi Media IS FOUND TO BE LIABLE TO CUSTOMER FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH THE SERVICES, Resi Media'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES FOR THE TWELVE MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO Resi Media'S LIABILITY.

9. DISPUTE RESOLUTION.

Notwithstanding the provisions for non-payment by Customer, each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this MSA. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this MSA. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring legal action, regardless of form, arising out of or related to this MSA or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this agreement or any transaction under it and all respective rights related to any such action lapse. Notwithstanding the provisions of this Section 8, Customer acknowledges that Customer's breach of Sections 3.B and 3.C or violation of any terms and conditions of the acceptable use policy would cause irreparable injury to Resi Media and agrees that in the event of any such breach, Resi Media shall be entitled to seek temporary and preliminary injunctive relief without the necessity of proving actual damages or posting any bond or other security.

10. SUSPENSION.

Resi Media may suspend provision of services to Customer without liability if: (i) Resi Media reasonably believes that the services are being used (or have been or will be used) by Customer in violation of the MSA or any applicable law, court order, rule or regulation in any jurisdiction; (ii) Customer does not cooperate with Resi Media's investigation of any suspected violation of the MSA or any applicable law, court order, rule or regulation in any jurisdiction; (iii) Resi Media reasonably believes that services provided to Customer have been accessed or manipulated by a third party without Customer's consent or in violation of the MSA; (iv) Resi Media reasonably believes that suspension of the services is necessary to protect Resi Media's network or other Resi Media Customer's; (v) a payment for the services is overdue by more than 15 days including the anniversary billing date; (vi) the continued use of the services by the Customer adversely impact the services or the systems or content of any other Resi Media Customer, (vii) Resi Media reasonably believes that the use of the services by Customer may subject Resi Media, its

affiliates, or any third party to liability; or (viii) suspension is required by law, statute, regulation, rule or court order. Resi Media will give Customer reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless Resi Media determines, in Resi Media's reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Resi Media or its other Customers from operational, security, or other risk or the suspension is ordered by a court or other judicial body. If Resi Media suspends the Customer's right to access or use any portion or all of the Service:

- A. Customer remains responsible for all fees and charges Customer has incurred through the date of suspension;
- B. Customer remains responsible for any applicable fees and charges for any services to which Customer has continued to have access
- C. Customer will not be entitled to any SLA Credits under the service level agreement for any period of suspension; and
- D. at Resi Media's sole discretion, Resi Media may terminate Customer's access to Customer content stored in the services during a suspension, and Resi Media shall not be liable to Customer for any damages or losses Customer may incur as a result of such suspension.

11. TERMINATION.

- A. **Term.** Except as otherwise agreed to by the parties in writing, the term shall commence on the effective date and is automatically renewed each anniversary billing date until terminated as provided below.
- B. **Termination for Convenience.** Customers may terminate the MSA for convenience at any time. Resi Media may terminate the MSA for convenience upon providing Customer with notice of non-renewal at least 60 days prior to the expiration of the initial term or any renewal term.
- C. **Termination for Breach.** Resi Media may terminate the MSA immediately upon notice provided through the Customer portal if: (i) Resi Media discovers that the information Customer provided to Resi Media about Customer's proposed use of the services or account information was inaccurate or incomplete; (ii) if Customer is an individual, Customer was not at least 18 years old or otherwise did not have the legal capacity to enter into the MSA, install, or accept services at the time Customer submitted the order, or if Customer is an entity, the individual submitting the order for Customer did not have the legal right or authority to enter into the MSA, install or accept services on behalf of the person represented to be the Customer; (iii) Customer payment of any invoiced amount is overdue, and Customer does not pay the undisputed overdue amount within 15 days of the due date; (iv) Customer use of the services is in violation of this MSA and fails to remedy any violation within 5 days of Resi Media's written notice to Customer detailing the alleged violation of this MSA; (v) Customer or Customer end user violates the acceptable use policy; (vi) Customer's account has been suspended for 30 days or more; (vii) Customer has multiple violations of the MSA; or (viii) Customer fails to comply with any other provision of this MSA and does not remedy the failure within 30 days of Resi Media notice to Customer describing the failure. Resi Media will give Customer written notice of termination under this paragraph unless Resi Media determines, in Resi Media's reasonable commercial judgment, that a termination on shorter or contemporaneous notice is necessary to protect Resi Media or its other Customers from operational, security, or other risks.
- D. **Access to Customer Content.** The deletion of Customer content is automatic upon termination or expiration of the MSA. Consequently, unless Resi Media determines

otherwise, Customer will not have access to Customer content, and Resi Media may immediately erase or delete Customer content from its computer infrastructure after the effective date of termination or expiration of this MSA.

- E. **Effect of Termination.** Upon expiration or termination of the MSA, Customer must discontinue use of the Services.

12. THIRD PARTIES.

Unless otherwise agreed in writing, Resi Media will provide support only to Customer, not to third party or third party affiliate to whom Customer provides access to use the services. There are no third party beneficiaries to the agreement, meaning that third parties do not have any rights against either Resi Media or Customer under the MSA.

In order to provide services to Customer hereunder, Resi Media relies on certain Third Party service providers, including those providing cloud-based services or content delivery networks. Based on some of the plans Resi Media has with such Third Party service providers, Customer data usage may be billed in accordance with data sampling, meaning that only certain subsets of data sets may be analyzed and there may be a standard deviation of error possible when calculating data usage. The sample rate may fluctuate depending on the volume of data queried, such that larger datasets may necessitate data sampling more than smaller data sets, with some smaller data sets requiring no sampling.

13. NOTICES.

Customer communications regarding the Services should be sent directly to Resi Media:

Resi Media, LLC
3409 North Central Expressway
Suite 201
Plano, Texas 75023

Email: support@resi.io
Phone: +1 (800) 875-0696

Resi Media's communications regarding the services and legal notices will be sent directly to the Customer identified administrative user electronically based on what is on file. Notices are deemed received as of the time delivered. Notices will be given in the English language.

14. FEEDBACK.

Resi Media shall own all right, title and interest in and to feedback. Upon providing the feedback, Customer hereby irrevocably assigns to Resi Media all right, title, and interest in and to the intellectual property rights in the Feedback.

15. SEVERABILITY.

If any part of this MSA is found unenforceable by a court or other tribunal, the rest of the MSA will nonetheless continue in effect, and the parties agree that any court or other tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this MSA.

16. GOVERNING LAW.

This MSA shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction of any federal or state court located in the regions of where the Customer is based.

Service Level Agreement (“SLA”)

The SLA is incorporated into the MSA and applicable to all services delivered to Customers. This SLA does not apply to the availability of third party services which are subject to the TPS Agreements. The SLA is binding only on the Customer and Resi Media and does not apply to any third parties. The issuance of SLA Credits (defined below) is the intended remedy of Customer and Resi Media’s obligation, for any failure by Resi Media to satisfy the requirements set forth in the SLA.

SLA Credit Claim

To claim a credit the Customer shall follow the approved procedure within fourteen (14) days of the end of the claimed outage. The claim will be reviewed by Resi Media, any credit for verified outages (“SLA Credits”) shall be issued as provided below.

“**Claimed Outage**” means the period (measured in minutes) during which Customer claims a loss of service during a measurement period as reported using the approved procedure.

“**Excluded Minutes**” means the period of any outage measured in minutes due to the exclusions set forth in the SLA credit exclusion in the measurement period.

“**Measurement Period**” means the relevant initial term or renewal term.

“**Qualifying Outage Minutes**” mean the aggregate of all minutes of a verified outage during a measurement period, minus any excluded minutes in that measurement period.

“**Services**” means the services ordered by Customer and accepted by Resi Media as provided in the MSA.

“**Loss of Services**” means the Customer’s inability to connect to the Resi Media delivery network providing the services to access either (i) the Customer portal or (ii) a service.

“**Verified Outage**” means a claimed outage for a particular service that has been verified by Resi Media using its monitoring logs of accessibility of the Resi Media delivery network or any of the services.

Services Commitments

Customer Portal: Resi Media will use reasonable efforts to meet the service level of 100% for access to the Customer portal.

“**Delivery Network**” Resi Media will use reasonable efforts to meet the service level of 100% for access to the affiliate delivery network. The affiliate delivery network currently maintains 99.9% of monthly uptime.

SLA Credits

For each 5 continuous minute period of qualifying outage minutes for a service in a measurement period, Resi Media shall provide a SLA Credit of 5% of the fees for the relevant Service which was subject to the loss of service during the current month measurement period. Regardless of monthly or annual payment, the value of 5% of fees will be calculated based on the cost of service for the current service month in which the violation occurred. Any period of qualifying outage minutes for a service which is less than 5 continuous minutes shall not be eligible for an award of SLA Credits. The Customer cannot combine alleged claimed outages for different services (such as public network and private network) to meet this calculation.

Approved Procedure

Customer is eligible to receive SLA Credit, subject to the following process:

1. The Customer's identified administrative user will report a claimed outage by contacting Resi Media through the Customer Portal or by contacting support@resi.io. The information provided to Resi Media must include service type, IP Address, dates and times, error messages received (if any), contact information, and full description of the interruption of service including logs, if applicable.
2. In order to receive a SLA Credit, Customers must submit a report of claimed outage within fourteen (14) days of the end of the claimed outage after the technical issues have been resolved.
3. Resi Media will review claimed outages against verified outages.
4. Resi Media's determination of SLA credits is final.
5. Customer agrees to pay all invoices in full while a claimed outage is being reviewed or SLA credit is being determined.
6. Resi Media will communicate the SLA credits to Customer identified administrative User; the SLA credit may not be used to reduce the payments due in a renewal term below zero. Resi Media will apply the SLA credits to the Customer's future invoices for the relevant services subject to Resi Media's standard policies.

Ineligible Customers

Customers who at the time of the report of the claimed outage are not currently on their payment of the fees for the services and do not qualify for SLA credits for such claimed outages. In addition, Customers who have not paid their fees when due for the services three or more times in the previous twelve calendar months do not qualify for SLA Credits.

Use of SLA Credits

SLA credits may be used solely for future payments due for the particular service for which the service credits are issued. The SLA credits may not be sold or transferred to other parties. Any Customer making false or duplicative claims for claimed outages will incur a one-time charge of \$50 per incident for such claims. False or duplicative claims are also a violation of the MSA and may, in Resi Media's sole discretion, result in a suspension of services. SLA Credits shall expire on the termination or non-renewal of the MSA.

SLA Credit Exclusion

Service level credits do not apply for periods during which the services are not available for the following reasons:

- Problems with Customers access to internet;
- System administration, commands, file transfers performed by Customer representatives;

- Problems caused by Customer or caused by any individual the Customer allows to use the service or Customer network
 - Problems arising from Customer or any third party software, hardware, or other technology or equipment.
 - Problems caused by Customer's use of the services after Resi Media advised Customer to modify such use, if Customer did not modify its use as advised;
 - Issues relating to Customer content;
 - Suspension of Customer's access to the services as provided in the MSA;
 - Violation of the acceptable use policy;
 - Customer use of the services or any Customer End user's use of the Customer offering in violation of the MSA
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Acceptable Use Policy

General Statement

Resi Media is dedicated to connecting communities together through the use of the internet to strengthen relationships and increase the effectiveness of organizational missions. Our goal is to deliver enterprise quality services to all of our Customers at a reasonable price and combine the advancements in media technology with the internet to empower effective widespread communication. The purpose of this acceptable use policy is to inform all Customers of the acceptable uses of the services. Resi Media is committed to encouraging the use of the internet through its services, but such use must be consistent with the laws and regulations governing use of the internet and must protect the right of its other Customers to use its services. The acceptable use policy is designed to achieve these goals. Customer agrees to comply with the acceptable use policy and is responsible for the use of the services by all entities and individuals whom Customer permits to use the services. Resi Media has the right to change or modify the terms of the acceptable use policy at any time, effective when communicated to the Customer administrative user. Customer's use of the services after changes to the acceptable use policy are posted shall constitute acceptance of any changes or additional terms.

Prohibited Uses

The following list provides a number of general prohibited uses of the services that are violations of this acceptable use policy. Please note that the following list does not represent a comprehensive or complete list of all prohibited uses.

- **Unlawful Activities:** The services shall not be used in violation of any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule. This includes, but is not limited to:
 - Child pornography
 - Unlawful gambling activities
 - Threats, harassment and abuse of any individual, organization or business
 - Fraudulent activities
 - Terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin
 - Unlawful high yield investment plans, Ponzi schemes or linking to and or advertising such schemes
- **Pornography:** In particular, the services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store pornography.

- **Threatening Material or Content:** The services shall not be used to host, post, transmit, or retransmit any content or material that harasses, or threatens the health or safety of others. In addition, Resi Media reserves the right to decline to provide services if the content is determined by Resi Media to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Reporting Violation of the Acceptable Use Policy

Resi Media accepts reports of alleged violations of this acceptable use policy via email sent to Abuse@resi.io. Reports of alleged violations must be verified and must include the name and contact information of the complaining party, organization name and location allegedly in violation, and a description of the alleged violation. Unless otherwise required by law, such as the DMCA, Resi Media owes no duty to third parties reporting alleged violations. Resi Media will review all verified third party reports and will take such actions as it deems appropriate in its sole discretion.

Resi Media will comply with and respond to valid (as Resi Media determines in its sole discretion) subpoenas, warrants, and/or court orders. If permitted by applicable law or regulation, Resi Media will forward such subpoenas, warrants, and/or orders to the Customer and the Customer may respond; however, Resi Media reserves the right to respond to any such subpoena, warrant and/or order if it is the named party in such subpoena, warrant, and/or order.

Methods of Resolution for Violations of Resi Media's Acceptable Use Policy

The goal of our methods of resolution is to mitigate service interruptions while resolving potential violations under this acceptable use policy. Our sales, support and abuse staff are dedicated to working with the Customer in resolving potential violations, and are available via phone or email. The methods of resolution below are provided for informational purposes only and form the framework and guidance with respect to resolving potential violations, but in the event of any conflicts between the acceptable use policy (in particular its enforcement) and terms of services, the terms of services shall be controlled. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors.

- **Step 1:** First alleged violation of acceptable use policy. A notification communication will be generated by Resi Media to provide the Customer's administrative user with information regarding the potential violation of Resi Media's acceptable use policy. This is often a fact-finding email requiring further information or notifying the Customer of the potential violation and the required actions to resolve the issue.
- **Step 2:** Customer acknowledges violation of acceptable use policy notification with a response.
- **Step 3:** Violation of acceptable use policy disregarded, not properly addressed, continuing in violation, or resolved by the Customer only for a period of time. Resi Media engineers will turn the Customer's services off. As soon as the violation is addressed, the services shall be restored, at the discretion of Resi Media.
- **Step 4:** Failure to address violation and resolve violation. If the Customer fails to address the violation AND fails to resolve the violation, a suspension of services shall occur. This is a last resort for Resi Media and only results when the Customer completely fails to participate in Resi Media's resolution process. A permanent suspension of services includes the destruction of the Customer's data

Disclaimer: Resi Media retains the right, at its sole discretion, to refuse new service to any individual, group, or business. Resi Media also retains the right to discontinue service to Customers with excessive and/or multiple repeated violations.

Privacy Policy

Resi Media has developed the following policy to explain our procedures in relation to all data collected. In this Privacy Policy, we describe the information that we collect (“Data Collected”); how we use, disclose, and share that data; and how we protect your information. Capitalized terms not defined in the Privacy Policy are defined in the terms of service.

Methods of Data Collection

Resi Media process Data both as a Processor and as a Controller as defined by the General Data Protection Regulation (GDPR). The following Methods of Collection may be used:

- Automated means such as communication protocols
- Online registration and online signup forms
- Sales inquiries and transactions
- Online Customer communications with Resi Media
- Offline communications and interactions with Hardware and through Services

The Data We Collect, How We Use It, and Why

The following describes the types of Data Collected and the Purpose for collecting that data:

- To engage in transactions for service, such as sales and billing communications. Name, address, phone number, email, and purchase details may be collected and stored as part of the transaction history. The majority of the data collected under this category is contact information. Resi Media may need to share some of this data (address, payment) with credit card clearing houses, banking institutions, and other similarly situated Agents, who may require the information in order to complete the transaction (as used here, “Agents” are persons or companies who act on behalf of or under the direction of Resi Media). Resi Media will not transfer information to any of its Agents unless it first either ascertains that the agent subscribes to the Directive on Data Protection, another adequacy finding or enters into a written agreement with such Agent requiring that the Agent provide at least the same level of privacy protection as is required by the relevant Safe Harbor Principles.
- To provide future service and support. Information collected for this purpose is both contact data and information related to products and service/support requested. This information is also used to provide service, product update, and similar notices.
- To respond to law enforcement organizations, government officials, third parties when compelled by subpoena, court order or applicable law, or to report or prevent suspected fraudulent or illegal activity in the use of services. Resi Media will notify Customer of the information request or submission as, and if, allowed.
- If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to another entity if applicable.
- To better tailor marketing to user needs. We may use information from user purchases and user-specified requirements to provide you with timely and pertinent notices of Resi Media product releases and service developments that address your needs and specified requirements and/or which are similar to products and services previously purchased by the user from Resi Media.
- To better respond to requests for service or quotes for product and equipment purchase. Resi Media will pass contact information to the appropriate Resi Media salesperson, or reseller for follow-up related to Resi Media products or services.

- From referral "tell a friend" function. If a user elects to use our referral service for informing a friend about our site, we ask them for the friend's name and email address. Resi Media will automatically send the friend an one-time email inviting them to visit the site and send a copy of said e-mail to the user. The e-mail(s) sent shall clearly identify the sender of such email(s). Resi Media uses this data for the sole purpose of sending this one-time email. Such email sent to a friend at user's request will not be stored for additional processing.
- As a result of your participation in interactive discussions and public forums. There are parts of the Site and other social networking sites that permit you to participate in interactive discussions. Some of these are moderated. Resi Media does not control the content that Users post. As in any interactive forum open to many users, you should carefully consider whether you wish to submit data and should tailor any other content submitted accordingly.

International Privacy Laws

If you are using Services from outside the United States, please be aware that you may be sending information (Data Collected) to the United States. That information may then be transferred within the United States or back out of the United States to other countries outside of your country of residence, depending on the type of information and how it is stored by us. The countries (including the United States) may not necessarily have data protection laws as comprehensive or protective as those in your country of residence; however, our Collection, Storage and Use of your Data will at all times continue to be governed by this Privacy Policy.

Ownership of Content

Customer is the explicit owner of all Customer content distributed on the Multisite Platform. Resi Media will not use any Customer content without prior approval, unless otherwise agreed between both parties.

Contact Information and Inspection Rights

Questions, concerns, or comments about this Privacy Policy, and requests for Data rectification and erasure, should be addressed to:

Resi Media, LLC
3409 North Central Expressway
Suite 201
Plano, Texas 75023

Phone: +1 (800) 875-0696
Email: Legal@resi.io