

DEVOS Cloud Service

Discover Video DEVOS provides a complete portal for live and on-demand streaming, management, signage, Priority Alert, Roku players, and other features. The DEVOS service consists of dedicated virtual server(s) that hosts management, user interfaces, and streaming services, plus two components that determine price and billing:

- **Bandwidth** -- the total number of bytes delivered to all receiving clients and players, whether the content delivered is live or on-demand. Bandwidth includes RTMP, RTSP, and HTTP delivery.
- **Storage** -- the total number of bytes available for the storage of customer content, including video files, documents, sever-generated metadata/seek files, and any other files uploaded or otherwise present in the storage location.

DEVOS storage is fixed at the amount purchased, but may be expanded at additional cost. Bandwidth usage is calculated monthly and no additional charges accrue as long as total bandwidth usage is at or below the purchased monthly amount.

Affects Of Bandwidth Overage

Because the service is calculated monthly, it is possible for a customer to use more bandwidth than has been purchased. Customers may option their account to handle bandwidth usage overage in several ways:

- **Stop Service** -- If selected, DEVOS will stop when the contracted bandwidth reaches the monthly limit. The service will resume on the first day of the next month.
- **Charge Credit Card** -- If selected, bandwidth overage charges will be billed to your credit card that Discover Video has on file at the end of each month.
- **Bill Me** -- If selected, *and if terms have been established with Discover Video*, then overage charges will be billed at the end of each month.

The rates charged for overage bandwidth is \$0.50 per GB, regardless of the package selected or the type of bandwidth used (RTMP, RTSP, HTTP).

Please note that if arrangements for overage payments have not been established, then the DEVOS service will stop when the monthly bandwidth limit has been reached.

Affects of Live Streaming

There is no charge to send a live video stream to DEVOS Cloud account. Bandwidth is measured only on consumption (viewing). Viewing a stream will consume bandwidth for the duration of the view times the number of viewers. To illustrate, if a live 500 Kbps stream is viewed for one hour by one viewer then 0.215 GB¹ is used. Two viewers watching the stream for

¹ See http://discovervideo.com/support/bandwidth_calculator.php

one hour would consume 0.429 GB, etc. If the same video is viewed continuously by one viewer for one month, then approximately 155 GB would be used.

Affects of Video-on-Demand Streaming

There is no charge to upload and store video on the DEVOS Cloud account up to the amount of storage purchased. The system will reject any attempt to upload more content than there is space available for the account. Bandwidth is consumed for each view of content, but only the actual bandwidth used is measured. For example, if only a portion of a 100 MB video file is viewed, then only the bandwidth used to view a portion of the file is measured. For billing purposes, DEVOS bandwidth calculations make no distinction between live and on-demand bandwidth usage.

Affects of Video Encoding Rate

Video streams or files encoded at higher bit rates consume bandwidth faster than video streams or files encoded at lower bit rates. Generally, the encoding rate used should match the capabilities of the target audience (e.g. 500 Kbps to 1 Mbps).

Reports and Communications

Each DEVOS account owner has access to reports that show bandwidth usage. The reports are updated at least daily. Details of which video is viewed is provided by the DEVOS system reports.

Capacity

Depending on the package selected, DEVOS Cloud has a capacity to deliver streams to approximately 1,000 to 2,000 simultaneous viewers. The actual capacity depends on the video encoding bit rate and other factors. Higher capacity is possible by offloading the delivery of popular streams to Discover Video Arcus or other CDN services at additional cost.

Contract Language

1. Area of application

1.1 The following terms of use apply for all contractual relationships between Discover Video LLC and a client ("user") acting as a user of a Discover Video service. By using the service, the user expressly agrees to adhere to these terms. "Service" is any Discover Video web-based streaming service as well as all related services, such as Discover Video encoders and utilities, messaging systems, etc. that are operated by Discover Video, and premises-based systems offered by Discover Video.

1.2 These terms of use also apply for future contractual relations between the user and Discover Video, should no other agreement be made.

1.3 Should the user enter into contracts with Discover Video partners, the respective terms and conditions of such partners or users apply.

1.4 The terms of use are subject to amendment or change for individual promotions.

1.5 Discover Video will accept no contractual conditions to the contrary.

1.6 Discover Video reserves the right to change these terms of use at any time. Discover Video will inform the user by posting the terms on the www.discovervideo.com web site.

1.7 Insofar as these or other terms of use from Discover Video apply to dates and time periods, US Eastern Time is applicable.

2. Conclusion and termination of contract

2.1 Promotional material from Discover Video, in particular fax documents, flyers and invitations, are non-binding and do not constitute a legal offer. A contract with Discover Video is first concluded when, at the user's request, a confirmation mail is sent for the activation of the service.

2.2 Insofar as contracts are concluded with other users, partners or viewers of Discover Video streams through the Discover Video platform, the involved users, partners or viewers are parties to the contract. This especially applies to any pay TV broadcasts and offers from Discover Video partners. Discover Video act solely as a platform. Users are obligated to ensure through the formulation of their offer that Discover Video does not become, or is not considered to be, a contractual partner.

2.3 The contractual relationship with Discover Video can be terminated at any time by deleting the service account. Previously paid fees will not be refunded in this case.

2.4 The contractual relationship with Discover Video will terminate at the end of the contract period unless renewed by the user. Unused bandwidth from one prior period will be added to the bandwidth available in the new contract period.

2.5 Upon termination, all user content on the Discover Video system may be permanently deleted by Discover Video.

3. Scope of services

3.1 Discover Video offers the possibility to broadcast live streams and on-demand (VoD) video through a platform on the Discover Video website or subdomain. The streams can be broadcast on the websites of producing users or other users and non-users ("third party") when the user or third party embeds or uses a Discover Video player. Discover Video also offers the possibility for the user to have their own branded Roku channel display both live and VoD.

3.2 The exact scope of services is determined by the respective capabilities of the various services. Services vary primarily through the following criteria:

- Limitation of total bandwidth usage and capacity
- Limitation of storage capacity
- Limitation of possible encoder settings
- Limitation based on time/date
- Limitation on overall capacity

The limitations are considered maximum limitations. All of a user's streams are therefore included, regardless of whether the stream is live or VoD.

4. Assignment of rights

4.1 By uploading or transferring content to our service, the user grants Discover Video the following rights: Discover Video is authorized to store user content and hold it ready for access. The user has the possibility to password protect video content, and may delete content from the archive at any time. Discover Video is authorized to make user content publicly accessible worldwide on the Discover Video website, regardless of whether live or from the archive on behalf of the user. The user acknowledges that Discover Video cannot monitor the content of the websites on which the user's content is broadcast. Discover Video takes no responsibility for monitoring the quality of the content. Discover Video is, as a matter of course, only authorized to make the user content accessible within the constraints of the configuration.

5. Billing & Termination

5.1 Payments to Discover Video should be made by prepayment. Payments made by invoice are due immediately. Service will begin upon collection of payment. Other payment arrangements are possible provided both parties agree in writing.

5.2 Service is sold in monthly or annual bandwidth and storage maximums. Should usage exceed the contracted amount, charges for overages may apply.

5.3 Should an amount payable to Discover Video by a user result from the range of services provided by Discover Video, in particular from the volume of transferred data or viewer minutes, then the user will be either a) billed for the overage charge, or b) charged for the overage via Credit Card. If the overage charge is not paid by the user within 10 business days, all broadcasts from all of the user's services may be suspended should there be no other agreements between the parties.

5.4 Should a user be in default of payment, Discover Video is authorized to block and/or delete all of the user's accounts and any

content with or without notice.

5.5 Upon termination of a service, Discover Video may permanently remove and delete any content that the user may have stored on the Discover Video system.

5.6 Service will terminate at the end of the contracted period unless renewed by the customer.

6. Responsibility for content

6.1 The user alone is responsible for all transmitted content including live and stored VoD content. In relation to Discover Video, the user is accountable for content made available by others which is broadcast via the user's account. This especially applies to interactive viewer participation and streams produced by third parties.

6.2 The user is obligated to observe applicable laws, adhere to these terms of use and maintain public decency. In particular, the user agrees:

- not to transmit any content through the Discover Video system whose reproduction infringes upon copyrights, trademarks, personal rights, other third party rights or violates objective law.
- not to transmit any content through the Discover Video system that contains viruses or other data that can impair or damage the functionality of Discover Video's hardware or software or that of other users, in particular because the content does not adhere to the defined formats.
- not to insult, slander or in any way harass or harm other users and third parties.
- not to use the services for unsolicited commercial purposes, particularly for distributing mass mailings or similar uses.
- not to use personal data obtained through Discover Video such as names, email addresses and the like according to applicable law, particularly competition and data privacy laws.
- not to use Discover Video for illegal pornographic or racist content, content which may be harmful to minors, content that is gratuitously violent etc.
- to only offer streams or content to which the user has obtained the rights to under public law

6.3 Discover Video reserves the right, but is not obliged, to review, edit, delete or block a user's content should such content violate regulations, the law, or the terms of use. This also applies to suspected violations. Discover Video can delegate this right. Moreover, Discover Video is authorized to terminate a user's account for any violation of these terms.

6.4 The user hereby indemnifies Discover Video of all third party claims that may be lodged against Discover Video for infringement of their rights, notably of personal rights, copyrights, licensing, competition or other proprietary rights based on content transmitted or broadcast by the user. The user shall reimburse Discover Video for any incurred legal costs resulting from an infringement of the user's content. The user is obligated to support Discover Video to the best of his ability in handling any third-party claims resulting from his infringing content and particularly to submit all documents necessary for the defense.

6.5 The user agrees not to use incorrect or ambiguous data upon registration, not to register using a false identity and to update his personal data regularly. Passwords should be kept confidential. The user is responsible for all activities carried out under his password and is obliged to immediately inform Discover Video of unauthorized use. Failure to fulfill these obligations authorizes Discover Video to immediately terminate the account.

7. Contracts with other members, partners and viewers

7.1 Insofar as the user makes offers through the service, notably offers broadcast through streams, posted in forums or distributed through a messaging system, the user is the sole party to such contracts. In such cases, there is no resulting contract with Discover Video, rather solely between the respective users or third parties. All legal matters apply solely to the parties involved.

7.2 Should a user accept an offer from a Discover Video partner, this only results in a contract between the user and partner, not with Discover Video. Therefore all legal matters regarding this contract apply solely to the parties involved.

8. Data Protection, Security, and Availability

While Discover Video believes your content is protected from unreasonable loss or unauthorized access, Discover Video does not warrant that your service is secure. This is also due to the fact that we cannot control how well you secure your account credentials. Furthermore, as with any Internet service, performance may vary based on the local Internet conditions. Any content posted to the Discover Video system may or may not be subject to backup plans. Generally, the user is responsible for maintaining backups, and Discover Video may offer backup plans at additional cost.

9. Discover Video content

9.1 Content made available by Discover Video, especially the site's design, text content, pictures, graphic art, logos, music, html and other sources are protected by copyright, trademark and/or other proprietary laws. Use of Discover Video content is subject to applicable copyright, trademark and other proprietary laws. Any use of the content for private or commercial purposes, even in part, requires prior approval from Discover Video.

10. Support

10.1 Discover Video may offer user support during normal business hours. Support is commonly available after hours via email.

11. Liability limitations

11.1 Discover Video does not guarantee availability of the service without interruption or service availability at a particular time. Should the availability of the service exceed 98% per month, this constitutes proper performance. Non-availability beyond Discover Video's control, in particular through the partial or total failure of the telecommunication infrastructure or from Discover Video-authorized third parties, cannot be attributed to Discover Video and is therefore considered as availability. The object of Discover Video's services is the streaming of the signal, not, however, the reception through the Internet due to local Internet service performance issues.

11.2 The rectification of faults and maintenance of the site may make it necessary to temporarily interrupt access to the service. When possible, Discover Video will inform users of such interruptions in advance.

11.3 Discover Video assumes no responsibility for content accessed through a link to a website that recognizably leads out of the Discover Video site. Discover Video is not responsible for the content of websites which are not under Discover Video control.

11.4 THE DISCOVER VIDEO SYSTEM IS SOLD "AS IS".

11.5 TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES, REMEDIES AND LIMITATIONS CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

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12. Other

12.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

12.2 These terms of use and the entire legal relationship between the user and Discover Video shall be governed by and interpreted in accordance with the laws of the State of Connecticut, USA.