MK/IO Service Level Agreement

Introduction

About this Document

This Service Level Agreement for MK/IO Services (this "SLA") forms part of and shall be deemed incorporated into the Licensing Agreement between You and MediaKind (the "Agreement"). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the MK/IO Services listed herein (a "Service" or the "Services"), but does not apply to separately branded services made available with or connected to the Services or to any on-premise software that is part of any Service.

If MediaKind does not achieve and maintain the Service Levels for each Service as described in this SLA, then You may be eligible for a credit towards a portion of Your monthly service fees. MediaKind may modify the terms of this SLA during Your subscription, but MediaKind will provide at least 90 days' notice for any adverse material changes to this SLA. You can review the most current version of this SLA at any time by [here](#)

Any services provided free of charge are not included or eligible for SLA claims or credits.

General Terms

Definitions

"**Applicable Monthly Period**" means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

"**Applicable Monthly Service Fees**" means the total fees actually paid by you for a MediaKind provided Service that are applied to the month in which a Service Credit is owed.

"**Downtime**" is defined for each Service in the Services Specific Terms below. Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Service Specific Terms.

"**Error Code**" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"**External Connectivity**" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"**Incident**" means (i) any single event, or (ii) any set of events, that result in Downtime.

"**Management Portal**" means the web interface through which customers may manage the Service.

"**Scheduled Downtime**" means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

"**Service Credit**" is the percentage of the Applicable Monthly Service Fees credited to you following a claim approval.

"**Service Level**" means the performance metric(s) set forth in this SLA that MediaKind agrees to meet in the delivery of the Services.

"**Service Resource**" means an individual resource available for use within a Service.

"**Success Code**" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"**Support Window**" refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

"**User Minutes**" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims

In order for MediaKind to consider a claim, You must submit the claim to customer support at MediaKind including all information necessary for MediaKind to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to or caused by MediaKind's Services, MediaKind must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will instruct Microsoft to apply the Service Credit to your Applicable Monthly Service Fees.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Monthly Period.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. That results from failures in infrastructure (such as a cloud-based data center);
4. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
5. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
6. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
7. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
8. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
9. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
10. For licenses reserved, but not paid for, at the time of the Incident.
11. Your initiated operations such as restart, stop, start, failover, scale compute, and scale storage that incur downtime are excluded from the uptime calculation.
12. Monthly maintenance window that incurs a downtime to patch your server and infrastructure is excluded from the uptime calculation.

Additional Definitions:

"**Allocated Egress Bandwidth**" is the amount of bandwidth configured by Customer in the Management Portal for a Media Service. Allocated Egress Bandwidth may be labeled "Streaming Units" or a similar name in the Management Portal.

"**Channel**" means an end point within a Media Service that is configured to receive media data.

"**Encoding**" means the processing of media files per subscription as configured in the Media Services Tasks.

"**Media Service**" means a MK/IO account, created in the Management Portal, associated with Customer's Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

"**MK/IO Interface Request**" means a request issued to Customer's Media Service

"**Media Services Task**" means an individual operation of media processing work as configured by Customer. Media processing operations involve encoding and converting media files.

"**Streaming Unit**" means a unit of reserved egress capacity purchased by Customer for a Media Service.

"**Valid Key Requests**" are all requests made to the Content Protection Service for existing content keys in a Customer's Media Service.

"**Valid MK/IO Interface Requests**" are all qualifying MK/IO Interface Requests for existing media content in a customer's Azure Storage account associated with its Media Service when at least one Streaming Unit has been purchased and allocated to that Media Service. Valid **MK/IO Interface Requests** do not include MK/IO Interface Requests for which total throughput exceeds 80% of the Allocated Bandwidth.

Monthly Uptime Calculation and Service Levels for Video File Encoding Service

"**Total Transaction Attempts**" is the total number of authenticated REST API requests with respect to a Media Service made by Customer, excluding requests made via the Management Portal, during a billing month for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that do not return a Success Code within 30 seconds from MediaKind's receipt of the request.

"**Monthly Uptime Percentage**" for MK/IO Video File Encoding Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a subscribed Service.

The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Total\ Transaction\ Attempts - Failed\ Transactions}{Total\ Transaction\ Attempts}\ x\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the MK/IO Video File Encoding Service :

Monthly Uptime Percentage	Service Credit
≥99%, < 99.9%	10%
< 99%	25%

Monthly Uptime Calculation and Service Levels for Video File Streaming Service
Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given Streaming Unit has been purchased and allocated to a Media Service during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Streaming Units purchased and allocated to a Media Service during a billing month.

Downtime: The total accumulated Deployment Minutes when the Video File Streaming service is unavailable. A minute is considered unavailable for a given Streaming Unit if all continuous Valid MK/IO Interface Requests made to the Streaming Unit throughout the minute result in an Error Code.

"**Monthly Uptime Percentage**" for the MK/IO Live Streaming and Recording Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a subscribed Service.

The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes - Downtime}{Maximum\ Available\ Minutes}\ x\ 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the MK/IO Video File Streaming Service

Monthly Uptime Percentage	Service Credit
≥99%, < 99.9%	10%
< 99%	25%

Monthly Uptime Calculation and Service Levels for Live Streaming and Recording Service
Additional Definitions:
"**Deployment Minutes**" is the total number of minutes that a given Channel has been purchased and allocated to a Media Service and is in a running state during a billing month.
"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Channels purchased and allocated to a Media Service during a billing month.
Downtime: The total accumulated Deployment Minutes when the Live Streaming and Recording service Service is unavailable. A minute is considered unavailable for a given Channel if the Channel has no External Connectivity during the minute.
"**Monthly Uptime Percentage**" for the Live Streaming and Recording Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a subscribed Service.
The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Maximum\ Available\ Minutes\text{-}Downtime}{Maximum\ Available\ Minutes} \; x \; 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the MK/IO Live Streaming and Recording Service:

Monthly Uptime Percentage	Service Credit
≥99%, < 99.9%	10%
< 99%	25%

Monthly Uptime Calculation and Service Levels for Content Protection Service
Additional Definitions
"**Total Transaction Attempts**" are all Valid Key Requests made by you during a billing month for a given Azure subscription.
"**Failed Transactions**" are all Valid Key Requests included in Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 30 seconds after receipt by the Content Protection Service.
"**Monthly Uptime Percentage**" for MK/IO Content Protection Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in a billing month for a subscribed Service. The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Total\ Transaction\ Attempts - Failed\ Transactions}{Total\ Transaction\ Attempts} \; x \; 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the MK/IO Content Protection Service:

Monthly Uptime Percentage	Service Credit
≥99%, < 99.9%	10%
< 99%	25%