

Erlyvideo

TERMS AND CONDITIONS

THIS IS A LEGAL AGREEMENT BETWEEN ERLYVIDEO LLC. ("**ERLYVIDEO**") AND THE CLIENT.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Erlyvideo and the Client agree as follows:

1. **Definitions.** Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:
 - a. "**Affiliate**" means, with respect to a party, any person, partnership, joint venture, corporation, or other entity, that directly or indirectly controls, is controlled by, or is under common control with such party.
 - b. "**Agreement**" means the entire agreement between Erlyvideo and the Client for the Client's license to use the Licensed Software, and includes any Order Forms signed by the Client and these Terms and Conditions.
 - c. "**Business Day**" means any day except Saturdays, Sundays or statutory holidays in the USA, Canada, and Russian Federation.
 - d. "**Client**" means the party entering into this Agreement with Erlyvideo and also means, in the case of a person, entity, or organization registering for a free trial, that person, entity, or organization.
 - e. "**Client Data**" means any information the Client uploads or stores within, or accesses through, the Licensed Software.
 - f. "**Confidential Information**" means any information that is of a confidential nature that is disclosed by one party to this Agreement (the "**Disclosing Party**") to the other party to this Agreement (the "**Receiving Party**"), including, but not limited to the Disclosing Party's business information, customer information, and trade secrets. Confidential Information of Erlyvideo includes all intellectual property contained within the Licensed Software. Confidential Information of the Client includes the Client Data. Confidential Information does not include any information that is disclosed by the Disclosing Party to the Receiving Party if that information: (A) is, at the time of disclosure in the possession of the Receiving Party or any of its Affiliates and was obtained without an obligation of confidence; (B) was independently developed by the Receiving Party or any of its Affiliates without any use of or reference to the Disclosing Party's Confidential Information; (C) is or becomes publicly available without breach of any obligation of confidence; (D) was acquired by the Receiving Party from a third party who provided the information without violating any express or implied obligations or duties to the Disclosing Party.
 - g. "**Fees**" means all fees payable by the Client to Erlyvideo pursuant to each Order Form, in accordance with this Agreement, plus all duties, levies, and taxes in association with such fees.

- h. **"License"** means the license granted by Erlyvideo to the Client to use the Licensed Software, as further set out in section 2 below, subject to these Terms and Conditions and any applicable Order Forms.
- i. **"Licensed Software"** means Erlyvideo's software licensed to the Client pursuant to an Order Form, consisting primarily of a video streaming software platform and includes all written information, documentation, and materials provided to the Client by Erlyvideo in respect of same.
- j. **"Order Form"** means each order form entered into between the Client and Erlyvideo that incorporates, by reference, these Terms and Conditions.
- k. **"Retroview"** means a service offered by Erlyvideo that collects, stores, and provides access to usage statistics information from the Client's servers, including, but not limited to usage statistics, sessions, traffic, user-agent strings, IP addresses of peers and viewers. monthly access to usage graphics, including CPU, traffic, network, streams, and clients.
- l. **"Subscription"** means a periodic subscription to the Licensed Software, as specified in an Order Form, generally consisting of a Monthly, Quarterly, or Annual subscription.
- m. **"Terms and Conditions"** means these terms and conditions.

2. Use and License.

1. License. Erlyvideo grants to the Client the following License:

- a. If the Client has purchased a Subscription, pursuant to an Order Form, a revocable, non-transferable, non-exclusive license without right to sub-licences to use the Licensed Software, as delivered by Licensor to the Licensee in machine-readable form, for the Term; or
- b. If the Client has purchased a One Time Perpetual License, pursuant to an Order Form, an irrevocable, non-transferable, non-exclusive license without right to sub-license to use the Licensed Software, as delivered by Licensor to the Licensee in machine-readable form, in perpetuity. In order to activate, and keep activated, the Licensed Software:
 - (i) the Client's server upon which the Software resides, will periodically access Erlyvideo's Server for the purpose of validating the currency of the Software License; or
 - (ii) at the Client's option, the Client may purchase a USB token to serve as a local licensing server.

Notwithstanding the foregoing, in the event the Client breaches this Agreement (including failing to pay Fees, when due), Erlyvideo may, at its sole option, revoke the License.

- ### 2. Restrictions on License.
- Unless expressly permitted via written agreement, the Client will not use the Licensed Software as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease,

sublicense or otherwise distribute, transfer or dispose of the Licensed Software, in whole or in part, is granted except as expressly provided by this Agreement.

3. **Further Limitations.** The Client will not, directly or indirectly, modify, copy, create derivative works from, reverse engineer, decompile or disassemble the Licensed Software, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Licensed Software. Except as specified herein, the Client will not make copies of the Licensed Software, in whole or in part in printed or machine-readable form. Erlyvideo makes no representations that it will make available or maintain old versions of the Licensed Software and, accordingly, the Client may make a single copy of the Licensed Software for backup purposes only. Without limiting the foregoing, in the event the Client carries out modifications on the Licensed Software, all right, title and interest in and to any such modifications belong to Erlyvideo.

3. **Client Responsibilities.** The Client is responsible for all of the Client's use of the Licensed Software. The Client will:

- a. take commercially reasonable actions to prevent unauthorized access to, or use of, the Licensed Software, and notify Erlyvideo promptly of any such unauthorized access or use;
- b. comply with all applicable laws with respect to the use of the Licensed Software;
- c. not use the Licensed Software to engage in any deceptive, misleading, illegal or unethical activities or activities that otherwise may be detrimental to Erlyvideo;
- d. not use the Licensed Software for medical purposes, including, without limitation, medical or health monitoring services, unless permitted by a special agreement;
- e. not use the Licensed Software for adult video streaming platforms, unless permitted by a special agreement;
- f. not use the Licensed Software to access, upload, or store any infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights;
- g. not use the Licensed Software to store or transmit any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines or code that may damage or detrimentally interfere with the Licensed Software;
- h. use only the number of copies of the Licensed Software for which a License has been purchased pursuant to an Order Form;
- i. be responsible for obtaining, maintaining, and keeping secure, any equipment and ancillary programs needed to connect to, access or otherwise use the Licensed Software; and
- j. be responsible for maintaining the security of the Client's account, passwords, and files.

4. **Support and Updates.** Erlyvideo will provide support and updates to the Client, at the levels agreed to between the parties in an Order Form, pursuant to the terms as set out in Schedule "A" attached hereto.

5. **Confidentiality.**

1. The Receiving Party will take all reasonable precautions necessary to safeguard the confidentiality of the Disclosing Party's Confidential Information. The Receiving Party will not make any unauthorized use of the Disclosing Party's Confidential Information or disclose, in whole or in part, any part of the Disclosing Party's Confidential Information to any individual or entity, except as otherwise permitted hereunder or to those of the Receiving Party's employees, officers, directors, agents, subcontractors, and hosting partners who require access to comply with the Receiving Party's obligations under the Agreement and only on the condition that such party agrees to comply with the use and nondisclosure restrictions applicable to the Disclosing Party's Confidential Information under this Agreement or restrictions at least as protective of Disclosing Party's Confidential Information as required by this Agreement. In all cases, the Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall the Receiving Party use less than a reasonable degree of care.

2. Notwithstanding the foregoing:

a. The Client grants to Erlyvideo a non-exclusive, royalty free right during the Term, to process the Client Data to the extent required to provide the Licensed Software to the Client, to improve the features and functionality of the Licensed Software, and to communicate with the Client in the case of the provision of support, or in the event the Client submits any questions or requests to Erlyvideo;

b. The Client acknowledges and agrees that Erlyvideo may collect, analyze, and use data and other information relating to the provision, use and performance of various aspects of the Licensed Software and related systems and technologies (including, without limitation, aggregate information, and information concerning Client Data and data derived therefrom), and Erlyvideo will be free (during and after the Term to (i) use such information and data to improve and enhance the Licensed Software and for other development, diagnostic and corrective purposes in connection with the Licensed Software and other offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business; and

c. Erlyvideo may access or disclose Client Confidential Information if: (i) Erlyvideo, in good faith, believes that disclosure is necessary to comply with any applicable law, legal process or government request, (ii) to enforce the Agreement; (iii) to protect the security or integrity of the Licensed Software, or (iv) to respond to an emergency which Erlyvideo believes requires Erlyvideo to disclose data to assist in preventing a death or serious bodily injury. In each of the foregoing cases, Erlyvideo will disclose only such Confidential Information as Erlyvideo believes, in good faith, is necessary.

6. **Privacy.** Except as otherwise set out herein, Erlyvideo does not have access to Client Data unless expressly authorized by the Client. Erlyvideo will have access to Client Data for the purposes of providing the Retroview services, unless the Client has elected

to opt-out of the Retroview services pursuant to an Order Form. Erlyvideo takes reasonable and appropriate security measures to protect Client Data against unauthorized access, alteration, disclosure or destruction within Erlyvideo's possession or control. Such measures include internal reviews of Erlyvideo's data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where Client Data is stored. Erlyvideo restricts access to Client Data to its employees, service providers and agents who need to know such information in order to operate, develop, or improve the Licensed Software, or to provide support. These parties are bound by confidentiality obligations and are required to treat such Client Data confidentially and in accordance with this Agreement.

7. **Ownership.** The Licensed Software, and all intellectual property in the Licensed Software are and shall remain the sole and exclusive property of Erlyvideo and except for the License, no right, title, or interest is granted in the Licensed Software. Erlyvideo and its Affiliates shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Licensed Software or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from the Client's requests or comments. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Erlyvideo or its Affiliates by virtue of this Agreement or otherwise, the Client hereby transfers and assigns to Erlyvideo all rights, title, and interest which the Client may have to such refinements and improvements.

8. **Fees and Payment Terms.**

The Client shall pay all Fees in advance, promptly when due as described in the Order Form, in accordance with the following:

- a. In the case of a Subscription, Fees will be billed periodically, as set out in the Order Form, based on a subscription model, on the first day of the month, quarter, or year (as applicable), and are due on the first day of each month, quarter, or year, during the Term, unless otherwise expressly agreed by the parties;
- b. In the case of a One Time Perpetual License, the Client will pay a one time Fee, for the License, upon execution of an Order Form;
- c. To the extent that Fees are billed and paid through a third party credit card processor, such third party's standard terms and conditions shall apply;
- d. All outstanding amounts owing under this Agreement will incur interest at a rate of 1.5 percent per month (or if such interest rate is not permitted by applicable law, then the maximum interest rate permitted by applicable law), commencing on the due date, calculated monthly, until such time as they are paid in full;
- e. The Client is solely responsible for payment of any goods and services taxes, sales taxes, value added taxes, and excise taxes, as applicable (but excluding any taxes attributable to Erlyvideo's income), resulting from the Client's use of the Licensed Software; and
- f. In the case of a Subscription, Erlyvideo reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial

Term or then current renewal term, upon thirty (30) days prior notice to the Client (which may be sent by email).

9. **Term and Termination.**

3. **Term.** Subject to earlier termination as provided below:

- a. In the case of a Subscription, this Agreement commences on the Effective Date and continues for the Initial Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party requests termination at least thirty (30) days prior to the end of the then-current term; or
- b. In the case of a One Time Perpetual License, this Agreement commences on the Effective Date and continues until the earlier of: (i) the date that the Client terminates this Agreement, for convenience, at the Client's sole discretion, or as set out in section 9.2 below; and (ii) the date that Erlyvideo terminates this Agreement as permitted by section 9.2 below.

2. **Termination.** In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches this Agreement. Except in the case of termination by the Client for cause, termination under this part shall not relieve the Client of the Client's obligation to pay any Fees accrued or payable to Erlyvideo and the Client shall remain obligated to pay all Fees owed for the remainder of any subscription term(s) for the Licensed Software, all of which Fees shall become immediately due and payable in full. Upon the termination or expiration of this Agreement, the Client shall immediately discontinue using the Licensed Software. In the event of termination or expiration of the License, for any reason, Erlyvideo may remotely shut down the Licensed Software.

10. **Limitation of Liability and Disclaimers**

1. **Warranty.** Erlyvideo warrants that for a period of ninety days from date of delivery of the Licensed Software (the "**Warranty Period**"), the Licensed Software will, if properly installed, perform the functions described in the Licensed Software documentation made available to the Client. If the Licensed Software does not so perform, Erlyvideo will use commercially reasonable efforts to correct any defect provided that should any defect not be remedied within the Warranty Period, the Client is entitled to return the Licensed Software in exchange for a full refund of the Fees paid to Licensor hereunder, as the Client's sole remedy. This warranty does not apply to any hardware products or any software not provided by Erlyvideo pursuant to this Agreement. Erlyvideo is not responsible for damage arising from failure to follow Erlyvideo's instructions relating to the Licensed Software. Further, this warranty does not apply to: (a) damage caused by use with another product (hardware or software), service, or software application; (b) damage caused by accident, abuse, misuse, or other external cause; (c) damage caused by operating the Licensed Software outside Erlyvideo's published guidelines; (d) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Erlyvideo; or (e) Licensed Software that has been modified to alter functionality or capability without the written permission of Erlyvideo.
2. **Disclaimer Of Warranties.** Erlyvideo DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF

THE LICENSED SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE LICENSED SOFTWARE AND ANY PROGRAMS ARE PROVIDED "AS IS" AND ERLYVIDEO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3. **Third Parties.** Erlyvideo makes no representations or warranties that the Licensed Software will function in conjunction with any third party software or products, or any specific operating system, not approved by Erlyvideo, in advance. Erlyvideo is not liable for any failure in, fault with or degradation of the Licensed Software if that failure, fault or degradation is attributable to or caused by any failure of any third party software or products, or any degradation or limitation of bandwidth. There may be circumstances whereby third party developers make changes or updates to their software, products, or operating systems. Erlyvideo is not be responsible for any fixes, patches, or replacement code that may be required for the Licensed Software to to function properly as a result of such changes to third party software, products, or operating systems.
4. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL (i) EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION. THE ENTIRE LIABILITY OF ERLYVIDEO WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY THE CLIENT TO ERLYVIDEO UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
11. **Trial Accounts.** Erlyvideo may, but is not obligated to, provide a trial account to the Client, and this Agreement shall apply to the Client's use of the Licensed Software during such trial account period.
12. **Miscellaneous.**
 1. **Proper Law.** This Agreement shall be governed by and construed in accordance with the laws of Russian Federation and the parties agree to attorn to the exclusive jurisdiction of Russian Federation.
 2. **Arbitration.** All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one or more arbitrators appointed in accordance with the said Rules.
 3. **Survival.** Those sections of this Agreement that, by their nature, survive expiration or termination of this Agreement, shall survive expiration or termination of this Agreement.
 4. **Headings.** The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
 5. **Assignment.** This Agreement may not be transferred or assigned by the Client without the prior written consent of Erlyvideo, which consent will not be unreasonably withheld or delayed.

6. Notice. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

7. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, act of terrorism, disruption of the public markets, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including Internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

8. Waiver. The waiver by any party hereto of a breach or a default of any provision of this Agreement by another party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

9. Relationship. The Agreement shall not be construed as creating any partnership, joint venture, or agency among the parties and no party shall be deemed to be the legal representative of any other party for the purposes of the Agreement. No party shall have and shall not represent itself as having, any authority to act for, to undertake any obligation on behalf of any other party, except as expressly provided in the Agreement.

10. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein. This Agreement supersedes all previous communications between the parties, whether written or oral, with respect to the subject matter herein.

SCHEDULE "A"

SUPPORT AND UPDATES

1. Definitions. When used herein:

- (a) **"Basic Maintenance Package"** means a subscription to Basic Support and Updates.
- (b) **"Optional Software Release"** means a software release that materially increases the functionality of the Licensed Software in a new way and that is available for additional Fees. Optional Software Releases are not included with the purchase of Support Services.
- (c) **"Support Services"** means the Basic Support Services, Extended Project Support Services, or Premium Project Support Services, to be provided by Erlyvideo to the Client pursuant to an Order Form, on the terms as set out below.
- (d) **"Updates"** means updates, upgrades, patches, modifications, bug fixes, enhancements, and scheduled new releases, to the Licensed Software, but excluding any Optional Software Release.

2. Subscription

If the Client has purchased a Subscription, provided the Client has paid all Fees when due, Erlyvideo will provide, during the Term, the Basic Maintenance Package, at no additional cost to the Client.

3. One Time Perpetual License

- 1. If the Client has purchased a One Time Perpetual License, provided the Client has paid all Fees when due, Erlyvideo will provide, for a period of one year (the **"Initial Support Year"**), commencing on the Effective Date, the Basic Maintenance Package, at no additional cost to the Client.
- 2. At the end of the Initial Support Year, the Client may, at its option, purchase a further Basic Maintenance Package. The fees for such yearly Basic Maintenance Package will be as set out in a separate Order Form and will be in addition to the Fees for the One Time Perpetual License.

4. Support Services

- 1. Erlyvideo will provide Support Services to the Client, based on the support package purchased by the Client, as set out in an Order Form, pursuant to the following:
 - (a) Support Services are provided on a "per serial number and/or license key" basis and relate to the specific Licensed Software serial number for which such Support Services are purchased.
 - (b) The Support Services will be automatically renewed for subsequent renewal periods of one year, commencing at the end of the previous Support Services term, (each, a

“Support Renewal Term”), on the same terms as the previous year (other than the Fees) unless either party provides notice of termination no less than 60 days prior to the end of the then current Support Services term.

- (c) For each Support Renewal Term, Erlyvideo will invoice the Client in advance, and the Client will pay all Fees for such Support Renewal Term within thirty (30) days of the date of such invoice.
 - (d) In the event the Client does not purchase Support Services for a Renewal Term, the Client may subsequently reactivate such Support Services, at any time, upon payment of the Fees for such Support Renewal Term, plus a re-activation fee equal to the fees the Client would have paid for Support Services for the period during which the Client did not maintain continuous Support Services.
 - (e) For clarity, in the event the Client has purchased a Subscription, fees for the Basic Maintenance Package shall be included in the Fees. In all other cases, unless otherwise specified in the applicable Order Form, Erlyvideo may increase the fees for Support Services by up to 10% per year.
2. Support Services do not include support for any third-party equipment or software that has not been provided by Erlyvideo, even if such third-party equipment or software is used in conjunction with the Licensed Software or has been recommended by Erlyvideo for use with the Licensed Software.
 3. In the event the Client has purchased Support Services for more than one serial number and / or license key, Erlyvideo may apply a one-time pro-rated Fee for partial years, in order to bring all orders for Licensed Software to a common renewal timeline.
 4. Erlyvideo will document each call, email or support related question by way of a service ticket, and will assign the next available support technician. For Extended and Premium Support Services the tickets are processed on a priority basis. Support Services are limited to system configurations approved by Erlyvideo.
 5. Computer hardware systems with third-party software installed along with the Licensed Software, and non-standard computer hardware configurations must be pre-approved by Erlyvideo’s support team prior to activation of the Support Services.
 6. For Licensed Software events resulting in a complete outage situation, 24/7 emergency on-call support is provided. For all other Support Services, Erlyvideo will provide customer support during standard business hours of 8:00 am to 5:00 pm Central European Time, Monday to Friday, excluding statutory holidays. With reasonable notice and at Erlyvideo’s sole discretion, Erlyvideo may provide non-emergency support outside standard business hours to accommodate the Client’s ‘maintenance windows’ or other situations.

5. Contact and Support Tickets

For all Support Service requests, the Client shall contact Erlyvideo in any of the following ways:

Call the Erlyvideo Support Desk at: +1 (646) 851-24-43

Email Erlyvideo Support at: support@flussonic.com

Submit a request to Erlyvideo Support at <https://manage.erlyvideo.org/tickets>.

6. Support Levels

Erlyvideo will provide Support Services on the basis of the Service Level purchased by the Client. The Client may:

- (a) At any time, by written request to Erlyvideo, increase the Project Support Services and, in such a case, the Client will pay pro rata Fees on the basis of the increased Fees for such increased Project Support Services, for the remainder of the then current term; or
- (b) At the end of the current term, decrease the Project Support Services.

Basic Project Support Package

- The Client will be entitled to 2 support requests per month, during the Term.
- The Client will not have access to live chat. Responses will be via e-mail or such other communication method as determined by Erlyvideo.
- The Client will receive 3 months of Retroview.
- Erlyvideo registers requests and assigns its severity level within one business day.

Severity level	Description	Action	Target Response Time*
Critical Issue	The Client's business has significant loss or degradation of services, and requires immediate attention.	Erlyvideo, in conjunction with the Client representatives will work continuously until critical functionality and services are restored.	Up to one Business Day
High	Degraded functionality significantly impacting the Client's ability to deliver aspects of business operations and services.	Erlyvideo will commit significant resources to resolving issues.	
Medium	Degraded performance resulting in subpar delivery of the Client's business operations and services.	Erlyvideo and the Client organization representatives will work during normal business hours to restore service to satisfactory levels.	
Low	The Client requires assistance or information regarding Erlyvideo products.	Erlyvideo provides assistance to the Client.	

*Erlyvideo will use commercially reasonable efforts to respond to Support Service requests pursuant to the Target Response Time set out above. Target Response Time doesn't not mean that the issue will be resolved in the indicated timeframe.

Extended Support Package

- The Client will be entitled to an unlimited support requests during the Term.
- The Client will be entitled to live chat for Support Services by appointment.
- The Client will receive 6 months of statistics service Retroview.
- Erlyvideo registers a request and assigns its severity level within 4 hours.
- Erlyvideo provides the Client with one free license key for non-production, lab use.

Severity level	Description	Action	Target Response Time*
Critical Issue	The Client's business has significant loss or degradation of services, and requires immediate attention.	Erlyvideo, in conjunction with the Client representatives will work continuously until critical functionality and services are restored.	4 hours
High	Degraded functionality significantly impacting the Client's ability to deliver aspects of business operations and services.	Erlyvideo will commit significant resources to resolving issues.	8 hours
Medium	Degraded performance resulting in subpar delivery of the Client's business operations and services.	Erlyvideo and the Client organization representatives will work during normal business hours to restore service to satisfactory levels.	12 hours
Low	The Client requires assistance or information regarding Erlyvideo products.	Erlyvideo provides assistance to the Client.	Up to 1 Business Day (normal business hours)

*Erlyvideo will use commercially reasonable efforts to respond to Support Service requests pursuant to the Target Response Time set out above. Target Response Time doesn't not mean that the issue will be resolved in the indicated timeframe.

Premium Support Package

The Client will be entitled to:

- unlimited support requests during the Term.
- access to live chat by appointment
- unlimited access to statistics service Retroview.
- weekly status reports on open tickets and associated development tasks.
- pro-active support. Pro-active support means that Erlyvideo will monitor the Licensed Software and if it becomes aware of any bugs or issues requiring Updates or Support Services, Erlyvideo will inform the Client and commence Support Services without requiring the Client to open a ticket.
- Monitoring. This consists of access to graphics and email notifications about important data compiled from the Licensed Software.
- Backup and restore: This will allow the Client to restore its server on new hardware, revert the configuration, and find streams in its history.
- Erlyvideo registers a request and assigns its severity level within 4 hours.
- Erlyvideo provides the Client with one free license key for non-production, lab use.

Severity level	Description	Action	Target Response Time*
Critical Issue	The Client's business has significant loss or degradation of services, and requires immediate attention.	Erlyvideo, in conjunction with the Client representatives will work continuously until critical functionality and services are restored.	2 hours
High	Degraded functionality significantly impacting the Client's ability to deliver aspects of business operations and services.	Erlyvideo will commit significant resources to resolving issues.	4 hours
Medium	Degraded performance resulting in subpar delivery of the Client's business operations and services.	Erlyvideo and the Client organization representatives will work during normal business hours to restore service to satisfactory levels.	8 hours
Low	The Client requires assistance or information regarding Erlyvideo products.	Erlyvideo provides assistance to the Client.	Same Business Day

*Erlyvideo will use commercially reasonable efforts to respond to Support Service requests pursuant to the Target Response Time set out above. Target Response Time doesn't not mean that the issue will be resolved in the indicated timeframe.

Erlyvideo will, at its sole discretion, close support tickets when it has determined that the problem has been resolved, an acceptable work-around has been provided, or the problem is caused by an external situation outside the scope of Erlyvideo's provision of the Licensed Software.

7. Extended Support Services. In addition to the foregoing, the Client may purchase extended support, at Erlyvideo's standard rates, pursuant to a separate Order Form. The details of Extended Support Services will be as set out in such Order Form and, unless otherwise set out in the applicable Order Form:

- (a) will be on a recurring monthly retainer, cancellable by either party on no less than one month's written notice;
- (b) will be billed at Erlyvideo's hourly rates applicable to the type of Extended Support Services being offered; and
- (c) may include one-on-one training services and other extended support services.