

SCOPE

This Maintenance and Support plan covers the support, repair and maintenance of the specified Volicon hardware and software components previously purchased by the Customer from Volicon, Inc. or Verizon Digital Media Services (hereinafter referred to as "Product" or "Products").

TERM

The effective start date and duration of this Maintenance and Support plan are specified on the SnapStream Order Form and hereby will be referred to as the "Term" of the plan. The covered hardware and software components are specified in the SnapStream Order Form using hardware component serial numbers or other identifying information. Customers are covered only with respect to those software and hardware components expressly specified.

CONTACT AND HOURS OF OPERATION

Support is available by phone and by email ticket submission. Service may be reasonably delayed for weather or other causes beyond SnapStream's control. Phone and email contact information and current hours of operation can be found at <http://www.snapstream.com/support/>.

TYPE OF SERVICE

SnapStream support customers will receive the following services during the Term:

- a) Remote problem diagnostics/resolution and telephone support per hours of operation
- b) Hardware replacement and repair subject to certain exclusions described further in this document.
- c) Limited software bug fixes for critical defects only to the extent technically feasible until the earlier of the Term of this agreement or June 30, 2020.

Because the Volicon product has been discontinued and because SnapStream does not have access to or a license for the Volicon software source code, service does not include any new software releases.

Hardware replacement and repair expires on the earlier of (i) expiration of the Term of the plan or (ii) five (5) years after the date of the initial purchase. There is no extended hardware coverage available beyond 5 years.

SERVICE LEVEL GOALS

Issue Level	Response	Relief	Resolution
1 – CRITICAL	4 Hours	12 Hours	30 Days
2 – MAJOR	6 Hours	24 Hours	60 Days
3 – MINOR	Best Effort	Best Effort	Best Effort
4 – NO IMPACT	Best Effort	Best Effort	Best Effort

DEFINITION OF PRIORITY/SEVERITY LEVEL

Problems are classified as CRITICAL, MAJOR, MINOR, or NO IMPACT based upon the definitions listed in the table below. The Customer's thorough assessment of the situation determines the level of severity.

Priority/Severity Level	DEFINITION
1 – CRITICAL	The Customer's system is down and inoperable. All work has stopped and the situation is causing a critical impact to the Customer's business operations and productivity. No work-around is available.
2 – MAJOR	The Customer's system is severely limited or degraded. The situation is causing a significant impact to certain portions of the Customer's business and productivity. No work-around is available.
3 – MINOR	Problem encountered; irritant; minimal impact to business operation; localized or isolated impact; operational nuisance; documentation errors.

4 – NO IMPACT	General questions; information needed.
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DEFINITION OF SUPPORT GOALS

Response- SnapStream has acknowledged Customer's request and has begun diagnosing the problem.

Relief- Resolve the service request, or, recommend a fix or workaround that has a high degree of certainty of solving the problem. If necessary, obtain Customer agreement that a workaround is acceptable until a formal fix is available.

Resolution- A long-term fix has been provided to the Customer.

RETURN TO DEPOT

If SnapStream determines that a product needs to be returned for repair, Customer agrees to package and send the product to SnapStream's repair facility, as directed by SnapStream. All packaging, shipment and delivery costs for the return to depot is the responsibility of the Customer. SnapStream will repair and/or replace the product in accordance with, and to the extent covered by the plan, and will return the product to Customer at SnapStream's expense.

ADVANCED COMPONENT EXCHANGE

At the sole discretion of a SnapStream support representative, failed components may be advance exchanged to expedite the repair of Customers' product. A package containing the replacement component and a prepaid shipping label will be sent to the Customer. Customer or Customers' agent shall return the component to SnapStream within ten (10) business days of receipt. Components not returned to SnapStream within ten (10) business days of receipt are considered billable and purchased goods. SnapStream reserves the right to substitute equivalent components in the advance-exchange process at its sole discretion.

RENEWAL

This Maintenance and Support plan may be renewable, upon the end of customer's current support contract. The customer will be contacted at least 45 days prior to its expiration, and sent renewal quotes to review.

EXCLUSIONS

SnapStream does not warrant damage due to external causes including, but not limited to, accidents, abuse, misuse, problems with electrical power, adverse environmental conditions, usage not in accordance with intended purpose of product, and failures caused by use of parts and components not supplied originally by Volicon, Inc. products are warranted to work only with software supplied by Volicon, Inc. SnapStream does not warrant its components for any other use.

SnapStream support does not include external accessories and devices (including, but not limited to: monitors, keyboards, mouse, tape drives, rack accessories, networking devices) which were not purchased directly from Volicon, Inc.

Alteration or removal of the serial number voids this warranty. Adding or changing components without concurrence of SnapStream technical support may void this warranty at SnapStream's sole discretion.

Unless otherwise expressly specified in this agreement, the product hardware and software components were provided by Volicon, Inc. "as is" without warranty and with all faults, and SnapStream and its affiliates hereby expressly disclaim all warranties either express or implied, including, without limitation, implied warranties of merchantability, of fitness for a particular purpose, title and authority and do not warrant the performance or result customer may obtain by using the product or that the service will be uninterrupted, secure, virus-free, or error-free or that any defects can be corrected.

SnapStream's liability and responsibility for any defects or damages arising or related to the warranty, support, repair and maintenance of Volicon products and software components is limited to repair or replacement as set forth in this Maintenance and Support plan. Without limiting the above, in no event shall SnapStream or its affiliates be liable for any special, incidental, consequential or indirect damages whatsoever, whether such damages are based on breach of warranty, contract, strict liability, or any other legal theory, such damages include, but not limited to, loss of profits, business interruption, personal injury or property, loss of privacy, and any other pecuniary loss or other loss arising under or related to the use of the product hardware and software. Such disclaimer and limits on liability are made to the maximum extent permitted by law.