



## STREAMING MEDIA SERVICES – TERMS AND CONDITIONS

Version 20160517

**1. Choice of Service**

- 1.1. You will be solely responsible for assessing your own needs, how your chosen Service will relate to them and how you will use the Service you choose. We may assist in the choice through our best endeavours, based on the information you communicate to us, but you acknowledge and agree that, subject to Clause 9, we will not be liable for any loss (including but not limited to loss of business, revenue or profits or any Indirect Loss) arising from such assistance.

**2. Sales Order Form (SOF)**

- 2.1. A description of the services we provide to you is contained in the Sales Order Form, along with our charges for those services and our payment terms. In signing the SOF you accept that the description of services meets your needs, you agree to pay the charges according to the stated terms, and you agree to be bound by these Terms and Conditions and Schedules.
- 2.2. The SOF also states the Service Commencement Date (SCD). Normally this will be agreed in advance, but where this is not possible, we will append an SCD based on the actual date we make the service available to you and notify you in writing that we have done so.
- 2.3. The SOF also serves as a place for us to record your contact details. You agree to let us keep those details and to keep us informed of any changes to the details you supply so that we may efficiently carry out technical, commercial and financial liaison with you. For the avoidance of doubt, such contact details shall be Confidential information and you shall handle them in compliance with the relevant data protection laws and regulations.
- 2.4. You agree to let us have all the information and assistance reasonably requested by us to enable us to provide the services (and undertake that all information provided is correct), and to do so in a timely fashion to not impede our ability to meet any agreed Service Commencement Date. Information provided pursuant to this clause 2.4 shall be deemed Confidential Information.

**3. Charges and Payment**

- 3.1. Our charges are as set out in the Sales Order Form and are payable at the times and in the manner set out.
- 3.2. The charges as set out in the Sales Order Form are exclusive of Value Added Tax (VAT) and any other applicable sales taxes or duties at the prevailing rate which will be payable by you in addition to and at the same time as the relevant charges.
- 3.3. If payment of any sums due under the Contract is not received in accordance with the terms set out in the Sales Order Form we reserve the right, at our discretion, to:
  - 3.3.1. charge interest, at an annual rate of 4% above the base rate of Lloyds TSB or equivalent institution calculated

on a annual basis on the outstanding sums, calculated from when the payment is due until the payment is received by us, and/or

- 3.3.2. charge on to you any fees or charges levied on us by our bank in respect of returned or refused payments, and/or charge a reinstatement/reconnection fee.
- 3.4. The provision by us of the Service is contingent upon our having received payment in full from you in respect of the relevant Service. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid within 30 days from receipt of our invoice, excluding delays in payment due to bank issues, we reserve the right, forthwith and at our reasonable discretion, to suspend the provision of Service to you.
- 3.5. With the exception of the calendar month in which the SCD falls, the period of the Contract shall be divided into whole calendar months which shall be treated equally for the purposes of apportioning payments due. The calendar month in which the SCD falls will be chargeable pro rata to the monthly charge.
- 3.6. We may, by no less than 30 days' notice prior to the expiry of the Term, in writing, vary the amount of the charges at the time of renewal.

**4. Term and Renewal**

- 4.1. The Initial Term Commitment of this Contract is stated in the Sales Order Form. This is made up of a whole or partial month, consisting of the period from the SCD until the end of the calendar month in which it falls, and a number of whole calendar months for the remainder of the Initial Term (this ensures that billing periods and renewal dates align with calendar months, for mutual administrative benefit).
- 4.2. After expiry of the Initial Term Commitment, the term shall automatically be renewed for the same as the Initial Term Commitment (the "Renewal Terms") unless written notice is given not less than 90 days prior to the end of the Term.

**5. Termination and Suspension**

- 5.1. Either party may terminate the Contract:
  - 5.1.1. forthwith upon notice in the event that either party has not remedied a breach within 30 days of a written request to do so by the other party (including failure to pay), or
  - 5.1.2. upon written notice to be delivered not less than 90 days prior to the end of the Initial Term Commitment or the end of any subsequent Renewal Term.
  - 5.1.3. if either party pass a resolution, or a petition is presented, to wind up the company (otherwise than for a solvent reconstruction or amalgamation), or have a receiver appointed of the whole or any part of their assets, or are subject to any bankruptcy, insolvency, administration, sequestration or similar proceedings, or
- 5.2. We may additionally terminate the Contract if:

- 5.2.1. If you post any material on Servers that is considered critical of our services or you offer to resell any of our services in direct competition to us without reseller accreditation;
- 5.3. on termination of the agreement we shall be entitled immediately to deny access to any services previously provided. We will allow you to collect, at your own expense and for a period of 14 days after termination, any data located on our servers, or we will delete it immediately on your written instruction. After the 14 day period and in the absence of written instruction we shall be entitled to delete all such data. We shall further be entitled to post such notice in respect of the non-availability of any services linked to our servers subject to your prior written approval over the content of such post.
- 5.4. Suspension of Service due to Force Majeure in accordance with clause 9.5 below, will not affect our right to terminate the Agreement.

**6. Confidentiality and Publicity**

- 6.1. Each party will treat in confidence the other’s Confidential Information. Each party further agrees not to disclose the same to any other person or entity except:
  - 6.1.1. to its own employees, agents and contractors under conditions of confidentiality and then only to the extent required for the proper performance of this Agreement; or
  - 6.1.2. to the extent required by law or any regulatory requirement or by any regulatory authority.
- 6.2. Upon termination of this Agreement, each party shall ensure that all Confidential Information belonging to the other party (in whatever medium the same is recorded or held) is returned, deleted or destroyed in accordance with the other party’s written instructions.
- 6.3. Sharpstream reserves the right to anonymise and use statistical data gathered for whatever purpose it sees fit including its own publicity.

**7. Security**

- 7.1. You acknowledge and agree that it is your sole responsibility to:
  - 7.1.1. validate the integrity of the data you receive or transmit using our services; and
  - 7.1.2. establish and maintain appropriate procedures to protect the security of your service and usage, and to ensure the confidentiality of your passwords.
- 7.2. We shall take reasonable steps to preserve the physical and technical security and integrity of the Service. We recommend that you carefully review your security procedures in relation to your network and any confidential and/or valuable information passing over it

**8. Legal Compliance**

- 8.1. All traffic routed across the Service must comply with any applicable laws in any territories that the stream can be received.
- 8.2. It is the responsibility of you as the customer to ensure that all copyright laws in whichever territories you are streaming to are met and agree to indemnify us against any breach of copyright.
- 8.3. You agree to indemnify us against any loss or expense arising from a third party claim that we may suffer in connection with your use of the Service in breach of applicable laws or the Acceptable Use Policy, such as copyright infringements or obscene material. You recognise we have no responsibility to monitor compliance with the AUP and that we do not routinely monitor the content of data transmitted over our networks.
- 8.4. You agree to indemnify and keep indemnified and hold us on demand harmless from and against any claim brought against us by a third party resulting directly from your content distributed via our Service (“Claim”), and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, directly incurred by us in consequence of your breach or non-observance of these terms of business, provided that we promptly notify you of such Claim and you are to be entitled to conduct such Claim and you may settle or defend any such claim in your sole discretion without requiring our previous consent.

**9. Liability**

- 9.1. We hereby warrant to you that the Service shall be provided to satisfactory quality and fitness for purpose.
- 9.2. Nothing in this Agreement shall limit or exclude our liability for any loss suffered by you arising from our fraud or for death or personal injury caused by our negligence.
- 9.3. Subject to clause 9.1, neither party’s total legal aggregate liability to the other for Loss during the term of this Agreement will in no circumstances whatsoever exceed the total sum payable under the contract for the year in which any loss or damage arises, whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise.
- 9.4. Subject to clause 9.1, we will not be liable to you or to any other person for any loss, costs, claims, damages or expenses arising from or in connection with any failure or delay by you to comply with your obligations in payment, those stated in section 5.1.4 and 5.2.1, and to not share confidential information with third parties.
- 9.5. Both parties shall not be liable to each other for anything arising out of or in connection with continuation of the event of Force Majeure. In this Agreement, “Force Majeure” shall mean any cause preventing or delaying us from performing any or all of our obligations, which arises from or is attributable to acts, events, omissions or

accidents beyond our reasonable control including (without limitation) acts of God, war, riot, civil commotion, terrorist act, explosion, failure of any third party telecommunications provider, any third party provider of co-location services, acts of government, malicious damage, fire, flood or storm.

- 9.6. If either party is prevented or delayed in performing any of its obligations because of an event of Force Majeure, it shall use reasonable endeavours to mitigate the consequences of the same and to assist the other party in finding a solution to it (including by liaising with any relevant telecommunications provider or co-location provider used in the provision of the affected Service) by which the obligations under this Agreement may be performed despite the continuation of the event of Force Majeure.
- 9.7. If either party is affected by an event of Force Majeure, it will notify the other party as soon as practicable specifying its nature and extent. Subject to service of such a notice (and to the provisions of clause 9.4), neither party shall have a liability in respect of the performance of such of our obligations as are prevented by the event of Force Majeure during the continuation of Force Majeure. If either party is prevented by Force Majeure from the performance of its obligations under this Agreement for a continuous period in excess of 7 days, either party may terminate this Agreement forthwith by notice to the other in writing.
- 9.8. In no event shall one party be liable to the other party for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
- 9.9. Where applicable to Co-location, Server, Streaming Server or Website services you are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations in respect of the Services, including without limitation, clearance and/or consents in respect of your proposed domain name and merchant services agreements between you and the relevant banks in respect of your operation of an Online Store or Service.
- 9.10. You agree to be solely responsible for making, retaining and delivering on request any recordings, logs, transcriptions, or other treatments of your media content as may be required by a statutory regulatory body under whose jurisdiction you fall.
- 9.11. We will maintain through reasonable endeavours an up-to-date database of appropriate IP address information in order to be able to restrict access to your media content, geographically by country, (“geo-locking”) where this service is specified on the SOF. We cannot, however, guarantee 100% non-availability in excluded territories, nor can we guarantee 100% availability in non-excluded territories. Our target is to achieve 99% accuracy in both goals. Where you are aware of inconsistencies, you may notify us in writing of affected IP address(es). We shall take the necessary steps to include or exclude them from the filtering process as appropriate within 12 business hours from your notice.

We can only take action if notified of IP V4 addresses or address ranges, and we can only deal with you directly (not your end-users). We accept no liability whatsoever for any consequences of incompleteness or inaccuracies in the data supplied by you.

- 9.12. In uploading media files to our servers, you accept that you are supplying a copy of a Master which you hold, and that we will accept no liability whatsoever for any consequences of incompleteness or inaccuracies in the data supplied by you at the time of submission only. We will not knowingly delete or destroy data except where we have written permission to do so from you, or authority within the terms of this agreement and its schedules.
- 9.13. Any statistical analysis of streaming log files (“Stats”) made available to you by us is supplied on the basis of our best endeavours, and we can accept no responsibility for the accuracy of the information contained therein. Raw log files and derived statistics remain our property at all times and we reserve the right to anonymise and use this data in any way we see fit.

#### 10. Acceptable Use Policy

- 10.1. You agree to abide by our Acceptable Use Policy (attached as a Schedule to this Agreement).

#### 11. Whole Agreement and Interpretation

- 11.1. This Agreement represents the complete agreement between us relating to the Service and supersedes any other agreement or understanding, oral or written, including any of your standard conditions. Save to the extent repeated in the Agreement any representations or undertakings by us, express or implied, are hereby withdrawn.
- 11.2. The Agreement may be altered only by a subsequent written agreement signed by each of us.
- 11.3. Any indulgence or failure by either party to exercise a right under this Agreement shall not be deemed to be a waiver of that party’s rights.
- 11.4. If there is any conflict or inconsistency between the provisions of the AUP, the Terms and Conditions, and the Sales Order Form, then the provisions shall be construed in the foregoing order of precedence.

#### 12. Assignment

- 12.1. You must not assign, transfer, charge or deal in any manner with this Contract or any rights under it, without our prior written consent (which shall not be unreasonably withheld or delayed) save that you may assign to an affiliate, subsidiary or parent company without our prior written consent, providing that you shall remain liable for the performance of your obligations under this contract.

**13. Fault Reporting and Resolution**

- 13.1. You may report suspected faults to the Sharpstream Support Centre using the telephone number or email address supplied to you.
- 13.2. The Support Centre does not handle calls from end-users of the Service supplied and may charge you for any such calls received.
- 13.3. The Support Centre operates 24/7 for certain services provided, and we aim to respond to all telephone messages within 1 hour of receipt.
- 13.4. During the Fault, the Support Centre retains ownership of the fault ticket. The Support Centre is responsible for
  - acknowledging the query and opening a ticket
  - checking the query against previous ticket details
  - owning the query through to resolution
  - monitoring and directing resolution procedure
  - providing regular status updates to you
  - notifying you and closing the ticket upon resolution.

The start of the fault resolution time will commence from the time when a fault is reported to the Support Centre and a ticket has been opened for that fault. The fault resolution time ends when the service has been restored and you have been notified.

Services covered by our 24/7 support platform are the Professional and Enterprise packages and above and include:

- Live streaming
- On-demand streaming
- Podcasting
- The Sharpstream Platform
- Scheduled Recording

Services not covered by our 24/7 support platform are:  
 Statistics  
 Any other service not specifically agreed in the Sales Order Form

- 13.5. Support requests should be submitted using the form on the Sharpstream support portal. In order to assist us to diagnose and resolve any suspected faults rapidly and effectively, we require certain information from you when the problem is first reported. The following are required:
  - the name, telephone number and e-mail address of the person reporting the fault, and, if different, the same contact details of a person or persons who will be designated points of contact until resolution
  - the name of the station/organisation/service in whose name the service is being provided, and the description of the service(s) provided by us which is/are being affected
  - symptoms of the problem
  - the time (London Time) when the problem occurred
  - Your own fault reference if you have one.

The following are normally also required:

- details of any tests you have carried out in attempting to diagnose or and/or localise the problem, including on your equipment
- whether and when affected services can be taken out of service for testing, if necessary

**14. Service Level Agreement (SLA)**

- 14.1. We warrant to provide availability of the Service for live, on-demand and podcasting and in the supply of access to the Internet from our streaming servers at a Service Level not less than 99.9% per month.
- 14.2. The SLA only applies in respect of the service specified in section 14.1, and does not apply to any other services provided by us, which are provided on the basis of best endeavours.

- 14.3. We shall use the following method to determine Availability:

by automatic monitoring and recording by our network management server of your inbound feed(s), and a ping command or equivalent to a recognised point on the edge of our network.

- 14.4. We shall use the following formula to calculate Availability:

$$A = (X - Y) / (X - \text{Planned Outages}) \times 100$$

Where:

“A” the Availability of the service (expressed as a percentage, rounded up to two decimal places).

“Y” Minutes of downtime in 1 calendar month

“X” Total minutes in 1 calendar month based on 1 minute past midnight on the 1st to midnight on the last day of the month.

- 14.5. We shall undertake Planned Outages during a ‘maintenance & upgrade window’ between 22:00 and 06:00 London time, and shall post at least 24 hours advance notice on our Website as well as advising customers by email. Planned outages shall be less than 1 hour duration.

- 14.6. Non-Availability time shall also be excluded from the calculation where due to:

- 14.6.1. faults with any system, hardware, or software outside our control and not belonging to our immediate suppliers, or
- 14.6.2. faults which are brought about by your failure to comply with the Acceptable Use Policy, or
- 14.6.3. Force Majeure events as described in section 9.4.

- 14.7. If the availability of our services fails to meet the 99.9% up-time guarantee, then you'll be eligible to claim a refund of one day's service for every hour that your service is unavailable which will be added to the end of your current contract. Please note: 99.9% uptime guarantee does not include:

- Critical unscheduled maintenance.
- Loss of service in the case of but not limited to natural disasters or periods of unpredictable weather causing damage to connections outside of our control.

- Loss of service due to the failure of service provided by third party companies such as but not limited to Internet Service Providers and Domain Registrars.
- 14.8. You may only claim reimbursement against the elements in the Sales Order Form which are directly affected by loss of Availability as provided in section 14.1.
- 14.9. Any claims for reimbursement must be made through your Account Manager within 20 Business days of the end of the calendar month in which the qualifying outage occurred.
- 14.10. Validated claims will be credited to you at the earliest practical billing period opportunity.
- 14.11. You shall not be entitled to claim compensation for any loss of Availability during any period when your account is overdue.

**15. Resolution of Dispute and Governing Law**

- 15.1. Both parties agree that they shall, in good faith, use reasonable endeavours to resolve any dispute or disagreement arising out of or in connection with this Contract.
- 15.2. This Contract shall be exclusively governed by, and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts.

**16. Notices**

- 16.1. Notices under the Contract must be sent by hand or by pre-paid recorded delivery or registered post (or registered airmail, if applicable) or (with a hard copy confirmation sent that day by post) by fax or by electronic mail, to the appropriate address set out in the Sales Order Form or such other address as the addressee may by written notice have directed.
- 16.2. A notice served under clause 16.1 shall be deemed to have been received:
- 16.2.1. if delivered by hand, at the time of delivery; or
  - 16.2.2. in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; or
  - 16.2.3. in the case of registered airmail, 5 Business Days from the date of posting; or
  - 16.2.4. in the case of fax, at the time of transmission; or
  - 16.2.5. in the case of electronic mail, at the time of transmission.

**17. Definitions and Interpretation**

- 17.1. Throughout this Contract (including the attached Schedules), the following words and phrases shall have the following meanings:

**Acceptable Use Policy (AUP)** means the Sharpstream Acceptable Use Policy at the Sharpstream Website which describes the terms which you must adhere to for use of Sharpstream services;

**Business Day** means any day (other than a Saturday or Sunday) on which clearing banks are ordinarily open for business in the City of London;

**Business Hours** are defined as 09:00 to 17:00 London time;

**Co-location** means the service where we provide the location and connectivity for your server;

**Confidential Information** means all information and materials (whether oral or recorded in any medium) which are marked confidential or which are by their nature clearly confidential obtained under or in connection with the Contract other than any information which:

- is already in the public domain otherwise than as a breach of the Contract;
- was rightfully in the possession of a party prior to the disclosure by the other party and acquired from sources other than the other party; or
- was obtained from a third party who was authorised to disclose such information;

**Contract** means the agreement constituted by the Terms and Conditions, the AUP, and the Sales Order Form;

**Delivery** means installation, testing and activation of any equipment, service or software specified in the Sales Order Form;

**Sharpstream Operation** means all the services, including but not limited to, the routers, switches, media servers, software applications, storage media, connectivity to ISPs and other equipment & wiring required to operate the media delivery which will be installed, operated by Sharpstream or its subcontractors for the purpose of providing service to you;

**Inbound Route** means a connectivity path via which your content is provided by you to Sharpstream;

**Loss** means any damages, loss, costs, claims or expenses and including (without limitation) the cost of repairing or replacing any tangible property that suffers physical damage by reason of any act or omission by us and intangible property **BUT EXCLUDING**, without limitation, loss of profit, revenue, business, goodwill or anticipated savings or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind, loss of use or value of any equipment or software, wasted management or other time and loss resulting from corruption of data not caused by you;

**Support Centre:** the facility operated by Sharpstream, contactable at the phone number(s) and e-mail addresses supplied by Sharpstream, for the purpose of supporting the service provided to you only – it does not support end-users of the Service;

**Sales Order Form (SOF)** means the order form setting out your detailed requirements for the Service completed and returned to us and signed by both parties;

**Sharpstream** means the company, Sharpstream Ltd., whose normal place of business is 10 English Business Park, English Close, Hove, East Sussex, BN3 7ET UK and whose registered number in England is 6828317.

**Server** means the computer server equipment made available by us in connection with the provision of the Services as set out in the Sales Order Form;

**Service** means the provision of the goods and services as set out in the Sales Order Form (SOF);



**Service Commencement Date (SCD)** is the date when Sharpstream leaves the service tested and ready for your use;

**Streaming Server** means the computer/server used in the provision of online delivery of video and/or audio as described in the Sales Order Form (SOF);

**We** means the supplier, Sharpstream Ltd. (and related expressions shall be construed accordingly);

**Sharpstream Website** means the Website at [www.sharp-stream.com](http://www.sharp-stream.com) ;

**You** means the customer, stated as the legal entity on the Sales Order Form (SOF) with whom this Contract is made (and related expressions shall be construed accordingly).

17.2. References to a clause or Schedule are to a clause of, or a Schedule attached to these Terms and Conditions.

17.3. The headings of clauses and paragraphs in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of the clauses to which they refer.

17.4. Words and phrases defined in the Schedules shall have the same meaning throughout these Terms and Conditions.

17.5. Any reference in this Contract to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision in force at the date of the Sales Order Form and as subsequently re-enacted or consolidated.

17.6. References in this Contract to either party's personnel shall include such party's directors, employees, agents and sub-contractors.

<end>

## 1. Scope

- 1.1. This Acceptable Use Policy (AUP) defines the ways in which you may, and may not, make use of services provided by Sharpstream.
- 1.2. This information is supplementary to the Terms and Conditions under which the service is supplied. Compliance with this AUP is a requirement of the Terms and Conditions.
- 1.3. This document is regularly reviewed and revised in the light of operational experience to ensure maximum protection of service to Sharpstream's clients. Amendments to this AUP will be posted on the Sharpstream Website. You agree to be bound by such amendments from 14 days after having received notification of them in conformance with the Terms and Conditions.

## 2. Purpose

- 2.1. Sharpstream's dedicated systems are primarily designed and intended for the unicast distribution/broadcast of recognised media content such as audio or video usually in the form of radio or television programmes, whether by means of live or on-demand streaming, or progressive download of such content, utilising the Internet as the means of delivery to viewers and listeners on ISP networks.
- 2.2. Due to the shared nature of the Ethernet media used to provide the Sharpstream service, it is possible for misuse of this media to have significant negative impact upon one or all other clients. Experience indicates this may be as a result of error, equipment failure, security compromise, malicious/fraudulent intent, or other causes attributable to a client.
- 2.3. Irrespective of the cause of such misuse, it is essential that our own hardware and software infrastructure, and our own and our clients' own networks, are protected from this. This document seeks to define what constitutes such misuse, so that clients may take measures to ensure that they are not the cause of it. It also outlines measures to be taken in the event of such misuse to ensure that continuity of service to all Sharpstream clients is preserved.

## 3. Conditions Applying to all Sharpstream Services

- 3.1. You may not send media content or streams on the Sharpstream Service by any means or Inbound Route other than that agreed by Sharpstream.
- 3.2. You will endeavour to use in unmodified form whatever IP addresses, URLs, scripts, players, or other means that Sharpstream provides to you to enable your end-users to connect to your content, and you acknowledge that failure to do so will constitute a non-compliance with the AUP.
- 3.3. All content provided by you or any agent working on your behalf must be rights cleared for delivery by streaming and/or progressive download as appropriate via the Internet and any contravention of this will be considered as a breach of this AUP. We provide a distribution platform and as such Sharpstream will not enter into any agreement relating to the rights in the contents or be held responsible for such agreements which remain the sole and strict responsibility of the party providing the content to us.
- 3.4. Services operating on any device connected to Sharpstream's infrastructure must be filtered to restrict access to that device via those services to your own employees or agents only.
- 3.5. You will not make use of "sniffing" technology to monitor traffic routed across any of Sharpstream's infrastructure not passing through your own interfaces.
- 3.6. Sharpstream may monitor any port, as permitted by law, but will keep any information gathered confidential, except where required by law or to progress an investigation of a violation of this AUP.
- 3.7. You may not connect equipment to Sharpstream's infrastructure on behalf of third parties without our explicit prior written agreement.
- 3.8. You must not use Sharpstream's Services in a way which degrades the service we provide to other clients.
- 3.9. You will not post, link to, or transmit any content that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction.
- 3.10. You will not post, link to, or transmit any content which, by its nature, is likely to incite or provoke targeted attack by hackers or denial-of-service attacks on Sharpstream's systems.
- 3.11. You will not knowingly permit the re-distribution or re-broadcast of media streams deriving from Sharpstream's servers, nor publish links to, or URLs of, third-party servers, without prior written permission from Sharpstream.
- 3.12. We reserve the right to depreciate streaming URLs.
- 3.13. You will not exceed the bitrate, or limits on concurrent connections, bandwidth, storage, throughput, or any other limit as stated in your Sales Order Form, or convey material in any streaming or file format other than that stated in your Sales Order Form.
- 3.14. You will use your best endeavours to inform us in advance of, or as soon as possible following the introduction of, any change to the nature of your content which brings about a significant change to the traffic profile generated by the services you are delivering.
- 3.15. You will not, or knowingly permit your end-users, to make wasteful use of the Service to our detriment or that of our other customers (other than for legitimate and pre-agreed load testing).



3.16. You warrant that all transactions within an Online Store will be contracts for the sale of goods between you as the merchant and your end-user customer and you agree that we may include an exclusion of our liability in respect of such purchases and transactions in such form as we deem appropriate, and that the information contained within an Online Store complies with all applicable law, including, without limitation, any distance selling regulations and data protection regulations from time to time in force.

3.17. You will keep secure any identification, login, password and other confidential information relating to your account and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.

**4. General Obligations**

4.1. You should notify us as soon as practicable if you believe that one or more other clients are acting in breach of this AUP, or if you believe you may have been responsible for a breach of this AUP. We will notify you if we believe you may have been responsible for a breach of this AUP.

4.2. You must supply to us, and keep up to date, 24x7 contact details in order that we may progress investigation of potential, suspected or alleged breaches of this AUP.

4.3. You will co-operate with us to the fullest extent possible in order to determine the cause of, and act towards the resolution of, any fault or potential, suspected or alleged breaches of this AUP.

4.4. We cannot accept responsibility for outages that are a result of misuse of the Service in contravention of this AUP by other Sharpstream clients with whom you knowingly exchange contribution content feeds and/or routing information. Sharpstream will take all reasonable steps to ensure that misuse of the our services by other clients, and any measures we may take to address these, will have minimum possible impact on other clients.

4.5. At all times Sharpstream reserves the right in the event of misuse of our services, whether as outlined above or in the face of any other type of misuse, to suspend Service to the client(s) concerned until we are satisfied that connection of these client(s) will not adversely impact the Sharpstream services provided to other clients. Where possible we will give you reason and warning in advance of any such suspension.

<end>