

ADAPT MEDIA SERVICES LIMITED TERMS OF BUSINESS (“THE CONDITIONS”)

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Contract Details.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 9 (General) (inclusive).

Contract: the contract between the Customer and the Supplier for the supply of the Equipment and/or the Services in accordance with the Contract Details, these Conditions and the Schedules.

Contract Details Form: the contract details for the supply of Services as set out in the Contract Details Form.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer IPRs: all Intellectual Property Rights subsisting in the Customer Materials excluding any Supplier Materials incorporated in them.

Customer Materials: the Customer’s Content Signals, the Feed (excluding any Supplier IPRs) and all other materials, tools, specifications and data supplied or made available by the Customer to the Supplier.

Customer’s Content Signal: the audio, visual, text or data signals, having the technical characteristics set out in Schedule 1, provided by the Customer to the Supplier pursuant to this Contract.

Feed: a compressed IP signal for distribution by means of the Service(s).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off [or unfair competition], rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how [and trade secrets]) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services: the services identified in the Contract Details, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract.

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

Supplier: ADAPT MEDIA SERVICES LIMITED, a company incorporated in England with registration number 14735934 whose registered office is at 9 De Montfort Street, Leicester, England, LE1 7G.

Supplier IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as it is in force as at the date of this agreement; and
 - (ii) shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. COMMENCEMENT AND TERM

- 2.1 The Contract shall commence on the Start Date and shall continue, unless terminated earlier in accordance with its terms, until the End Date.
- 2.2 These Conditions together with the Contract Details and Schedules govern the supply of the supply of the Equipment and/or the Services by the Supply to the Customer. They apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law (to the fullest extent permissible), trade custom, practice or course of dealing.

3. Supply of Services

- 3.1 The Supplier shall use reasonable endeavours to supply the Services to the Customer in accordance with the Contract.
- 3.2 In supplying the Services, the Supplier shall:
 - (a) perform the Services with reasonable care and skill; and
 - (b) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose.
- 3.3 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract Details, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.4 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.5 Notwithstanding clause 3.4, the Supplier may modify any technical or operations parameter or equipment used to provide the Services provided as described in Schedule 1 without the consent of the Customer provided there is no material adverse impact on the quality of the Services.
- 3.6 The Services do not cover (i) the production and supply of the Customer's Content Signals, (ii) the provision, installation and operation of any connectivity, nor (iii) the treatment of Customer Material at reception centres or by any other third parties. It is the Customer's responsibility to check that the Equipment and/or the Services are compatible with its needs.

4. Customer's obligations

- 4.1 The Customer shall:
 - (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Site, Customer's premises, office accommodation, data and other facilities as required;

- (c) provide, in a timely manner, such information and materials as the Supplier may require, and ensure that it is accurate and complete in all material respects;
 - (d) obtain and maintain all necessary licences, permissions and consents which may be required, and the Customer warrants that it has all requisite powers and authority to enter into and perform its obligations under this Agreement and to receive the Service(s) from the Supplier;
 - (e) obtain and maintain in force, at its own expense, such insurance policies and at such levels of cover as would reasonably be expected of the Customer operating in the industry, including (without limitation) public liability, employer's liability, professional indemnity, failure to transmit, and broadcast liability insurance;
 - (f) comply with all applicable laws, including (without limitation) privacy, and health and safety laws; and
 - (g) comply with any additional obligations set out in the Services Specifications, the applicable Service Specific Terms, or notified by the Supplier to the Customer from time to time.
- 4.2 The Customer shall be responsible for:
- (a) ensuring that the Site is prepared and suitable for the Equipment and/or the supply of the Services;
 - (b) providing the Customer's Content Signals and/or the Feed (as applicable) to the Supplier in a form suitable for receipt and transmission or distribution (as the case may be) by the Supplier, and shall ensure that the Customer's Content Signal complies at all times with the technical characteristics described in Schedule 1 or otherwise notified by the Supplier to the Customer. In particular, Customer shall only be permitted to provide material connected with Event;
 - (c) securing and maintaining all other technical and operational requirements specified in Schedule 1 or otherwise made known to it by the Supplier; and
 - (d) ensuring that the material contained within the Customer's Content Signals and/or the Feed (a) does not breach any applicable law and/or regulation; and (b) does not breach any intellectual property right, obligation of confidence, or any other third party's right.
- 4.3 For the avoidance of doubt, the Customer is and shall remain solely responsible for securing, in good time, any and all agreements and arrangements with third parties that are necessary or desirable for the proper fulfillment of the Services by the Supplier including (as applicable) with Distribution Partner(s), Feed Taker(s), and/or Feed Transmitter(s). The Customer shall enter into such contracts directly with these third party(ies).
- 4.4 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees (including without limitation non-compliance with clause 4.3) the Supplier shall:
- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Charges despite any such prevention or delay; and
 - (c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.
- 5. INTELLECTUAL PROPERTY**
- 5.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Customer IPRs.

5.2 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, transferable licence to use, copy, modify, host, electronically store, cache, transmit, display, communicate, make available and distribute the Customer Materials and Customer IPRs for the purpose of providing the Services to the Customer in accordance with the Contract.

5.3 The Customer shall indemnify the Supplier in full against any liabilities of the Supplier arising out of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier.

6. CHARGES AND PAYMENT

6.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 6.

6.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable).

6.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer as specified in the Contract Details.

6.4 The Customer shall pay each invoice submitted to it by the Supplier, within 14 days of receipt, to a bank account nominated in writing by the Supplier.

6.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 8 (Termination):

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, which will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) the Supplier may suspend all Services until payment has been made in full.

6.6 All amounts due under the Contract from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. LIABILITY

7.1 It is not technically possible for Supplier to guarantee that Services will be supplied free from faults or interruption and the Supplier does not undertake to do so.

7.2 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.4 Subject to clause 7.3 (Liabilities which cannot legally be limited) the Supplier's total liability to the Customer shall not exceed the total Charges paid by Customer to Supplier for the relevant Service.

7.5 Subject to clause 7.3 (Liabilities which cannot legally be limited), the Supplier's liability in respect of the following types of loss are wholly excluded:

- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 7.6 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.8 The Customer shall indemnify the Supplier on demand against any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Supplier arising directly or indirectly out of, or in connection with any use by the Customer of the Services and/or the Equipment or any breach of any term or condition of the Contract or any representation or warranty given by the Customer in the Contract, or a representation or warranty made or given by the Customer not being true in a material respect or being misleading when made or repeated.
- 8. TERMINATION**
- 8.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 8.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.3 The Supplier may terminate this Contract at any time by giving not less than two (2) weeks' written notice to the Customer.
- 8.4 On expiry or termination of the Contract for whatever reason:
- (a) if applicable, the Supplier's consent to the Customer's possession of the Equipment shall terminate and the Customer shall ensure the proper and safe return of the Equipment to the Supplier;
 - (b) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - (c) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - (d) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9. GENERAL

- 9.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a cause beyond its reasonable control including, without limitation, acts of God, flood, drought, earthquake, lightening strike, or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident, and interruption, interference with, or failure of utility service or other telecommunications operator's equipment system or service. Nothing in this clause 9.1 shall limit or delay the Customer's payment obligations under the Contract.

9.2 Assignment and other dealings.

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

9.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of 1 year after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.3.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out

the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

9.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 Waiver.

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.7 Severance. Each paragraph of the Contract operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

9.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to, in the case of notice to Supplier, hello@adaptmediaservices.com, and in the case of notice to Customer, the address specified in the Contract Details.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours, when business hours resume. In this clause 9.8(b)(iii), business hours means 9.00am to 5.00pm in England.

- (c) This clause 9.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.9 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

9.10 Governing law and Jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Service Specification

FEED TRANSMISSION SERVICE CUSTOMER REQUIREMENTS

Unless otherwise agreed between the Parties in the Contract Details, the Customer shall meet all of the following specifications:

On Site SDI/Cabling

To ensure a **stable** transmission, the following requirements must be met:

- **SDI Format & Standards**
 - The equipment supports **SMPTE-compliant SDI input signals**, which must be provided in the following formats:
 - **SMPTE 292M** (HD-SDI) – 1.5G, 1080i/50, 1080i/59.94, 1080p/24, 1080p/25
 - **SMPTE 424M** (3G-SDI) – 3G, 1080p/50, 1080p/59.94
- **Signal Integrity**
 - **Error-free SDI** is expected for each SDI input, with **no CRC errors, signal loss, or timing issues**.
- **Audio**
 - **Embedded Audio:** Each SDI stream must carry **1-16 audio channels** in the **SMPTE 299M** format.
- **Connector & Cabling**
 - **BNC connectors** must be provided for each individual SDI signal.
 - **Maximum SDI cable length (per standard without re-clocking):**
 - **1.5G-SDI (1080i):** Up to 100m (328 ft)
 - **3G-SDI (1080p):** Up to 70m (230 ft)

On Site IP Transmission & Network Specifications

Each equipment unit will be transmitting **high-bandwidth, low-latency SRT video feeds** over an IP network.

- **Connectivity & Cabling**
 - Network will be provided by the customer via **CAT6 RJ45 Ethernet connections**.
 - Two independent network paths will be provisioned for redundancy
 - **Primary (Main) Network**
 - **Backup (BU) Network**
- **Bandwidth Requirements**
 - Each encoded stream will require **a minimum of 40 Mbps** of upload bandwidth.
 - The total bandwidth provisioned must **allow for all allocated streams** simultaneously + 15 percent overhead without congestion.

Power Requirements & Redundancy

The equipment unit requires a **dual redundant power supply** for remote operations.

- **Power Input & Protection**
 - Two separate **16A CEEFORM (IEC 60309)** power inputs must be provided.
 - These power feeds should come from **two independent sources** to ensure redundancy.
 - If possible, feeds should be provided from:
 - **Mains Power + UPS Backup**
 - **OR Dual Generator Feeds (A/B Paths)**

SRT Stream Destination & Parameter Details

The following details are to be provided to Adapt Media Services and will form part of the contract details.

- **URL** (example: 192.168.1.1)
- **Port**
- **Encryption Type**
- **Transport Type** (Caller/Listener)
- **Encryption Passkey**
- **Latency**

The Feed Transmission Service *may* include the following stream parameters , as agreed & specified in the Contract Details:

- **Video Encoding Parameters**
 - **Codec:** (*H.264 Progressive / H.265 (HEVC) Interlaced*)
 - **Profile:** (*Baseline, Main, High for H.264 / Main for H.265*)
 - **Bitrate:** (*e.g., 4 Mbps, 10 Mbps*)
 - **Bitrate Mode:** (*CBR / VBR / ABR*)
 - **Frame Rate:** (*23.976, 25, 29.97, 50, 59.94, etc.*)
 - **Resolution:** (*1080p, 720p, UHD, 4K, etc.*)
 - **GOP Size:** (*e.g., 60 frames for 2-second GOP at 30fps*)
 - **Chroma Subsampling:** (*4:2:0, 4:2:2, etc.*)
 - **Color Depth:** (*8-bit / 10-bit*)
- **Audio Encoding Parameters.**
 - **Audio Codec:** (*AAC / PCM / MP2 / AC3, etc.*)
 - **Bitrate:** (*e.g., 128 kbps, 192 kbps*)
 - **Channels:** (*Mono / Stereo / 5.1 / 7.1*)
 - **Sample Rate:** (*44.1 kHz / 48 kHz*)
 - **Latency Mode:** (*Normal / Low / Ultra-Low*)

FEED TRANSMISSION SERVICE

The Equipment Contains:

- 8 X SDI > IP Video Encodes
- 2 x Physical Encoders
- 2 x IP Routers
- 1 x Physical Transport Unit

The Feed Transmission Service includes:

- 1 x Remote Engineer for Network and Stream Monitoring
- L2 + WAN Connectivity

FEED DISTRIBUTION SERVICE CUSTOMER REQUIREMENTS

The Feed Distribution Service *may* include the following parameters, as agreed & specified in the Contract Details.

IP Stream Input Parameters

- **Supported Input Formats:**
 - Compressed Video stream (e.g., **SRT, RTMP, HLS, MPEG-TS**)
- **Video Profile**
 - **Codec** (*H.264 / H.265 (HEVC)*)
 - **Profile** (*Baseline, Main, High for H.264 / Main for H.265*)
 - **Bitrate** *4-100Mbs*
 - **Bitrate Mode** (*CBR / VBR / ABR*)
 - **Frame Rate** (*23.976, 25, 29.97, 50, 59.94 fps*)
 - **Resolution** (*1080p, 720p, UHD, 4K*)
 - **GOP Size** (*e.g., 60 frames for a 2-second GOP at 30 fps*)
 - **Chroma Subsampling** (*4:2:0, 4:2:2*)
 - **Color Depth** (*8-bit, 10-bit*)
 - **Entropy Coding** (*CABAC / CAVLC for H.264*)
 - **HDR**
- **Audio Input Formats:**
 - **Audio Codec** (**AAC, MP2, AC3**)
 - **Bitrate**
 - **Channel Configuration**
 - **Sample Rate**
- **SRT Specific Parameters**
 - **SRT Mode** (*Caller / Listener / Rendezvous*)
 - **SRT Destination IP & Port** (*e.g., 192.168.1.100:9000*)
 - **Latency (in ms)** (*e.g., 100 ms, 250 ms, 500 ms*)
 - **Max Bandwidth Overhead** (*5%, 10%, 20%*)
 - **Adaptive Bitrate Control** (*Enabled/Disabled*)
 - **Encryption** (*AES-128 / AES-256 / None*)
 - **Passphrase** (*Required for encrypted streams*)

IP Stream Output Parameters
<ul style="list-style-type: none"> ● Supported Output Formats: <ul style="list-style-type: none"> ○ Compressed Video stream (e.g., SRT, RTMP, HLS, MPEG-TS) ● Video Profile <ul style="list-style-type: none"> ○ Codec (<i>H.264 / H.265 (HEVC)</i>) ○ Profile (<i>Baseline, Main, High for H.264 / Main for H.265</i>) ○ Bitrate <i>4-100Mbs</i> ○ Bitrate Mode (<i>CBR / VBR / ABR</i>) ○ Frame Rate (<i>23.976, 25, 29.97, 50, 59.94 fps</i>) ○ Resolution (<i>1080p, 720p, UHD, 4K</i>) ○ GOP Size (<i>e.g., 60 frames for a 2-second GOP at 30 fps</i>) ○ Chroma Subsampling (<i>4:2:0, 4:2:2</i>) ○ Color Depth (<i>8-bit, 10-bit</i>) ○ HDR ● Audio Output Formats: <ul style="list-style-type: none"> ○ Audio Codec (AAC, MP2, AC3) ○ Bitrate ○ Channel Configuration ○ Sample Rate ● SRT Specific Parameters <ul style="list-style-type: none"> ○ SRT Mode (<i>Caller / Listener / Rendezvous</i>) ○ SRT Destination IP & Port (<i>e.g., 192.168.1.100:9000</i>) ○ Latency (in ms) (<i>e.g., 100 ms, 250 ms, 500 ms</i>) ○ Max Bandwidth Overhead (<i>5%, 10%, 20%</i>) ○ Adaptive Bitrate Control (<i>Enabled/Disabled</i>) ○ Encryption (<i>AES-128 / AES-256 / None</i>) ○ Passphrase (<i>Required for encrypted streams</i>)
FEED DISTRIBUTION SERVICE
<p>The Feed Distribution Service includes:</p> <ul style="list-style-type: none"> ● 2 X 15+ Video Encodes ● 2 x Separate Encoders/transcoders ● 1 x Remote Engineer for Network and Stream Monitoring

Schedule 2 Service Specific Terms

A. Feed Transmission Terms

1. Definitions

- a. **Deliverables:** A main and backup Feed.
- b. **Delivery:** the transfer of physical possession of the Equipment to the Customer at the Delivery Location.
- c. **Delivery Date:** the date for Delivery specified in the Contract Details.
- d. **Delivery Location:** the location for Delivery specified in the Contract Details.
- e. **Rental Period:** commencing on the Delivery Date and continuing, unless terminated earlier in accordance with this agreement, until the Rental Period End Date.
- f. **Feed Transmission Service:** the transmission of Customer's Content Signal as a Feed to the Distribution Partner(s) specified in the Contract Details in sufficient detail to enable Supplier to perform the Service.

- 2. **Equipment Hire.** The Supplier shall hire the Equipment to the Customer for use at the Site subject to the terms and conditions of this Contract.

3. Delivery and Risk

- a. Supplier will deliver the Equipment to the Delivery Location.
- b. Risk will pass to the Customer on Delivery of the Equipment.
- c. The Supplier shall not be liable for any delay in delivery of the Equipment that is caused by the Customer's failure to provide the Supplier with adequate delivery instructions.
- d. The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Contract).
- e. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Supplier retakes possession of the Equipment.

4. Insurance

- a. During the Rental Period and the Risk Period and for not less than 12 months thereafter, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - i. insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction, and such other risks as the Supplier may from time to time nominate in writing;

- ii. insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - iii. insurance against such other or further risks relating to the Equipment as may be required by law.
- b. The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation to the Supplier and proof of premium payment to the Supplier.

5. Remote Management and Feed Transmission Services

- a. The Supplier will use reasonable endeavours to make available remote engineer support during the Event Period(s) in accordance with the Service Specification.

6. Customer Obligations

- a. The Customer shall:
 - i. ensure that the Equipment is kept and operated in a suitable environment, which shall as a minimum meet any requirements notified by Customer to Supplier, used only for the purposes for which it is designed, and operated in a proper manner (including without limitation in compliance with all safety and usage instructions provided by the Supplier) by trained competent staff in accordance with any operating instructions provided by the Supplier;
 - ii. make no alteration to the Equipment and shall not remove or modify any existing component (or components) from the Equipment;
 - iii. keep the Supplier fully informed of all material matters relating to the Equipment;
 - iv. keep the Equipment at all times at the Site;
 - v. permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times;
 - vi. not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Supplier in the Equipment; and
 - vii. deliver up the Equipment at the end of the Rental Period at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.

7. Loss.

- a. The Customer acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including

any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Customer to comply with its obligations in relating to the Equipment.

B. Feed Distribution Terms

1. Definitions

- a. **Feed Distribution Service:** distribution of the Feed to the Feed Taker(s).
- b. **Feed Taker(s):** the party or parties, specified in the Contract Details in sufficient detail to enable Supplier to perform the Service, to receive the Feed from the Supplier.
- c. **Feed Transmitter:** the party responsible for providing the Feed to the Supplier, as specified in the Contract Details in sufficient detail to enable Supplier to perform the Service.

2. Feed Distribution Service and Customer Obligations

- a. If Customer wishes to make any change to the Feed Transmitter(s) or Feed Taker(s), it shall provide the Supplier written notice of the details of such change as soon as possible and in any event no less than 48 hours before commencement of the relevant Event Period. No change is confirmed unless and until the Customer provides written notice confirming the change, such confirmation to be provided at Supplier's sole discretion.
- b. If Supplier is not providing the Feed Transmission Service:
 - i. the Service does not cover production or supply of the Feed; and
 - ii. the Customer is solely responsible for delivering the Feed to the Supplier in accordance with the Contract.

