

Attachment 1 : MessagePoint.TV Service Level Agreement (SLA)

1. Definitions:

- a. **“Platform Uptime Percentage”** means the difference, expressed as a percentage between the total possible time (100%), based on the calendar month, and the time that the functionality of the service was **materially affected** (which has the meaning outlined below) by the **unavailable status** (which has the meaning outlined below) of one or more elements of the **service platform** (which has the meaning outlined below).
- b. **“Materially Affected”** means that the inaccessibility or failure of a **service platform** (which has the meaning outlined below) element such that either the functioning of the public display elements of the system are impacted to a degree that would be noticeable to the average viewer AND/OR such that the customer is not able to make a desired **content change** (which has the meaning outlined below)
- c. **“Unavailable Status”** means the condition in which a platform element cannot be successfully utilized in a manner consistent with the normal operation of the **service platform** except when such lack of availability is the result of one of the exclusions outlined in section 5.
- d. **“Service Platform”** means all the elements of the provider’s infrastructure, and the directly connected supporting infrastructure which is nominally under the control of the service provider either directly or via contracted service with a third party service provider. The Service Platform does not include elements outside of the provider’s control, including but not limited to elements such as Public Internet infrastructure, customer provided infrastructure, un-managed customer owned displays and supporting systems, customer network infrastructure, 3rd party systems and 3rd party content APIs.
- e. **“Content Change”** means the modification or replacement of a discrete element of the visual content display on the public display elements of the system. This can include, but is not limited to: Adds, Moves, Deletions, or Modifications of images, videos, data elements, configurations, scheduling, programming, or API Data.
- f. **“Content Change Request”** means the submission via one of the provider support channels included in a given client’s **support plan** (which has the meaning outlined in section 2) of a request to perform a **content change**. Such request shall be considered valid for SLA purposes if it contains at least the required elements such as the content item, content location, scheduled start, scheduled end (if any) and publishing location.
- g. **“Content Change Credit”** means a single **content change request** whether it is an Add, Move, Change, or Remove. A single request may affect any number of controllers. It may also represent multiple files or changes as long as they are to the same channel layout, app, or campaign.
- h. **“Content Design Credit”** means a credit, withdrawn from a pool of credits granted by either a **support plan** or a one-time purchase of a set number of credits, which are used when clients request the creation of a new piece of digital content or a non-trivial change to an existing piece of content. Different types of content require different numbers of content credits from

a single credit for the creation of a template-based image to 10 credits for 30 seconds of video. See the Content Credit guide for specific credit costs and other details.

2. Support Plans:

Provider offers its client a set of support plan offerings that offer different divisions of responsibility for the day to day operation and maintenance of the MessagePoint.TV service as outlined below:

a. Self-Managed

With Self-Managed service the provider is responsible for the maintenance and operation of the Service Platform. The client is responsible for all content changes, content creation, and initial triage and diagnosis of the failure of any customer premises equipment.

i. Support Scope –

1. **Remote:** Provider is responsible for maintaining the shared MP.TV service platform that support the client's premises MP.TV infrastructure or displays, controllers and supporting infrastructure. This client premises infrastructure is not included in Provider's support scope except as outlined below in the limited co-managed support entitlement.
2. **Remote:** Clients are entitled to attend such scheduled one to many online training sessions, webinars, and q&a sessions as provider makes available to any other client. Clients may also access recordings, if available, of such trainings.
3. **Remote:** Client may submit usability questions via the provider's support forums or via e-mail support which will be answered on a best-effort basis.
4. **Remote:** Client is entitled to one 2 hour annual design and usability training session via web / video conference.
5. (optional) **OnSite:** Training may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.
6. (optional) **OnSite:** Consulting may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.

ii. **Content Change Credits** – Except as outlined below in the limited co-managed support entitlement, there are no content change credits included in the self-managed support agreement. Client can request content changes from provider on a time and materials basis according to the prevailing professional services rate schedule.

iii. **Content Design Credits** – There is no monthly allowance of Content Design Credits with the self-managed support agreement. Client may, at their sole option, either purchase bundles of content design credits separately for on-demand content creation services, or may contract content creation services from provider on a time and materials basis according to the prevailing professional services rate schedule

iv. **Technical Support** – Clients may submit technical support tickets to provider according to the support response matrix outlined in section 3

v. **Limited Co-Managed Support Entitlement** – Starting on the first calendar day of a new contract year self-managed clients are granted two weeks of Co-Managed Support Entitlement. If a key employee is out for vacation, health issues, or leaves the organization, the need to maintain the MessagePoint.TV system does not end. For this reason, at any time during the contract year the Client's designated point of contact or other senior officer of the organization is entitled to request the activation of a 7-day Co-Managed Support Entitlement. For the next 7 days, without any additional cost,

provider will provide services materially consistent with the co-managed support agreement below. The ability to provide this service is provided on a best effort basis and may be limited by the available information about the configuration and normal operation of the client's services. Client may use both entitlements in a back to back 14-day period but may not use less than 7 days in one incident. Co-Managed support entitlements that are not used in a given contract year do not carry over to the next year and are waived.

b. Co-Managed

With Co-Managed service the provider is responsible for the maintenance and operation of the Service Platform. In addition, the provider is responsible for the monitoring and management of the client's controller and display infrastructure to include such functions as monitoring for availability, remotely updating client software, and proactively notifying the client specified point of contact of any required diagnostic or remedial actions needed to maintain the proper functioning of the MessagePoint.TV displays and controllers. The client is responsible for creating any content to be displayed on the system. The client is also responsible for providing any on-premises support. This includes both assisting the provider's support team with diagnosing problems that require local action, as well as providing escalation support for maintenance or remedial action that requires local presence.

i. Support Scope: Provider will provide the following services to client in support of the client's MessagePoint.TV infrastructure of displays, controllers and related infrastructure:

1. **Remote:** We will proactively monitor display controllers for availability / connectivity. We shall contact client designated PoC via email within 60 minutes (or a client designated period of no less than 30 minutes) and escalate to an MPM Support Agent after 2 additional hours who will attempt to directly contact the designated PoC to perform triage and basic troubleshooting.
2. **Remote:** When new platform or core app versions are released, perform stability trials against a sample Client environment, and after testing for at least 24 hours perform a remote upgrade of the currently deployed version to the updated platform version. Should any display controller fail to upgrade and local intervention is required, either the client would be responsible for this service or a billable onsite service call would be required.
3. **Remote:** Provide basic usability and administrative on-demand training via teleconference, video conference or web conference on a scheduled basis.
4. **Remote:** Create or Remove user login accounts to the OnSign.TV/MP.TV platform and support accessibility issues.
5. **Remote:** Provide usability support via email or web ticketing system, with escalation to chat, teleconference, web-conference, or video-conference based support as-needed.
6. **Remote:** Client is entitled to a 2 hour bi-annual design and usability training session via web / video conference.
7. (optional) **OnSite:** Training may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.
8. (optional) **OnSite:** Consulting may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.

- ii. **Content Change Credits** – On the first calendar day of each month, client is granted Five content change credits per controller with a support subscription. These credits may be pooled and used for changes that affect any controller or set of controllers. Un-used credits may be carried over for up to 12 months. Excess content change requests will be billed at the prevailing professional services rate schedule after confirming with the client PoC.
- iii. **Content Design Credits** – There is no monthly allowance of Content Design Credits with the co-managed support agreement. Client may, at their sole option, either purchase bundles of content design credits separately for on-demand content creation services, or may contract content creation services from provider on a time and materials basis according to the prevailing professional services rate schedule.
- iv. **Technical Support** – Clients may submit technical support tickets to provider according to the support response matrix outlined in section 3

c. **Fully-Managed**

With Fully-Managed service the provider is responsible for the maintenance and operation of the Service Platform. In addition, the provider is responsible for the monitoring and management of the client's controller and display infrastructure to include such functions as monitoring for availability, remotely updating client software, and proactively notifying the client specified point of contact of any required diagnostic or remedial actions needed to maintain the proper functioning of the MessagePoint.TV displays and controllers. The client also receives a budget of Content Design Credits that can be used to request content production from MPM's expert design team. The client is responsible for providing initial triage for on-premises support. This consists of assisting the provider's remote support team with diagnosing problems that require local action (such as visually checking the status of displays, rebooting display controllers, or performing other simple troubleshooting steps. Once these steps have been performed, should further escalation support be required for maintenance or remedial action MPM will dispatch an on-site technician at no additional cost to the client.

- i. **Support Scope:** Provider will provide the following services to client in support of the client's MessagePoint.TV infrastructure of displays, controllers and related infrastructure:
 1. **Remote:** Pro-Actively monitor display controllers for availability / connectivity. Contact client designated PoC via e-mail within 60 minutes (or a client designated period of no less than 30 minutes) and escalate to an MPM Support Agent after 2 additional hours who will attempt to directly contact the designated PoC to perform triage and basic troubleshooting.
 2. **Remote:** When new platform or core app versions are released, perform stability trials against a sample Client environment, and after testing for at least 24 hours perform a remote upgrade of the currently deployed version to the updated platform version. Should any display controller fail to upgrade and local intervention is required, MPM will dispatch an onsite technical resource to diagnose and solve the problem.
 3. **Remote:** Provide basic usability and administrative on-demand training via teleconference, video conference or web conference on a scheduled basis.
 4. **Remote:** Create or Remove user login accounts to the OnSign.TV/MP.TV platform and support with accessibility issues.
 5. **Remote:** Provide usability support via email or web ticketing system, with escalation to chat, teleconference, web-conference, or video-conference based support as-needed.

6. **Remote:** Client is entitled to a 2 hour Quarterly design and usability training session via web / video conference.
7. **OnSite:** MPM will dispatch technical resources to the display location to troubleshoot or repair issues with MPM provided equipment such as Controllers, Displays, and Integrated Intelligent Displays. Should an issue be determined to be caused by issues or failures with the customer provided infrastructure such as power, ethernet, WiFi, or internet access then this OnSite service will be billable at the rates in the prevailing Professional Services Rate Schedule.
8. (optional) **OnSite:** Training may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.
9. (optional) **OnSite:** Consulting may be provided on a demand basis subject to the prevailing rates in the current professional services rate schedule plus applicable travel expenses.

ii. Content Change Credits – Client is granted an unlimited monthly pool of content change credits subject to the following conditions.

1. All content change requests must be submitted via MPM's email, web portal, or chat support channels.
2. Content Change Credits do not provide Content Creation services. Client will provide the new or modified content to the provider as part of the request, if applicable.
3. Content change credits may only be used for Agency content, and may not be used for third party content such as outside advertising or sponsorship content.

iii. Content Design Credits – On the first calendar day of each month, clients are granted TWO content design credits per controller with a support subscription. These credits may be pooled and used to create signage content at a per credit cost as outlined below. Unused credits may be carried over for up to 12 months. For excess content design requests Client may, at their sole option, either purchase bundles of content design credits separately for on-demand content creation services, or may contract content creation services from provider on a time and materials basis according to the prevailing professional services rate schedule.

1. **New Image Content Based on An Existing Template – 1 Credit Each Item**
2. **New Image Template (including the initial image) – 2 Credits Per Template**
3. **New HTML Animation Based on An Existing Template – 3 Credits Per Item**
4. **New HTML Animation Template (Including 1st Animation) – 5 Credits Per Template**
5. **New Video Content Based on Existing Template – 10 Credits Per 30 Seconds**

iv. Technical Support – Clients may submit technical support tickets to provider according to the support response matrix outlined in section 3

3. Client Requirements - In order for Provider to deliver the services outlined in the SLA to Client, the following requirements apply:

- a. Client must designate one (or more as required for operating schedule coverage) POC for each location who will act as liaison to provide required access, perform any simple troubleshooting or triage steps at the direction of MPM support personnel, inspect any work performed, and/or provide site specific information.
- b. Client must provide consistent and reliable Internet and API Access to the MP.TV controller or intelligent display. Access must not be blocked by firewalls or content filters to the required cloud-based services and sites. Failure to provide this access may result in

diminished capability up to and including service outage that would be beyond MPM's control.

- c. Client must provide appropriate power to a location within 2 meters of the display. If the location is not located behind the display, MPM may use surface mount conduit or anchors to secure cabling to the wall in order to reach the provided power source.
- d. Client will provide all content in a supported form to include size, format, and copyrights.
- e. Client must respond promptly to any provider request for assistance, information, or logistical assistance.
- f. (Optional) If Client desires for MPM to provide schedule related content or visual applications, accurate information must be provided electronically in a supported static or API format as required (CSV, JSON) according to MPM guidelines. Failure to provide accurate information or timely updates will likely result in undesirable or inaccurate results that will be beyond provider's control.

4. Service Levels:

The service based on Transit Point Visual Applications and MP.TV platform("Platform") shall be available as set forth in this Service Level Agreement for Client's access and use during any calendar month during the Term.

Uptime & Performance:

MPM attests that it employs monitoring software for the various components that are unique to the Platform. MPM will be responsible for monitoring the availability of the Platform, its supporting applications and the related hardware. MPM guarantees that this Platform will achieve a minimum Platform Uptime Percentage of **99.00** percent and will be fully functional as set forth below. In the event that MPM fails to meet the platform uptime percentage standard in any given calendar month, a credit equivalent to the percentage of the Client's monthly platform fee will be issued as set forth below.

Service Availability	Client's Recovery if not achieved
98.0% to 98.9%	10%
97.0% to 97.9%	15%
96.0% to 96.9%	20%
95.0% to 95.9%	25%
Below 95.0%	30%

Downtime caused by Scheduled Maintenance as defined in Section "Scheduled Maintenance" (below) is not included in the calculation of downtime. Uptime is defined as the time that the Platform is operational. Uptime will be measured monthly as a percentage. Uptime Percentage will be calculated by dividing (a) the total number of available hours minus the total number of downtime hours by (b) the total number of hours available in such a month.

In the event that a Service Credit is owed to Client, such credit will be issued to Client, upon written request to the notification address in the Master Services Agreement within thirty (30) days of Provider

failing to meet the platform uptime percentage standard. In addition, the Contractor will provide the Client a written action plan describing in reasonable detail the root cause for the failure and steps being taken to cure the failure in the immediate future. Provider will issue credit for any such service credit against the next contract period invoice. In no case shall the provider issue any refunds.

Force Majeure events shall not be included in the uptime calculation. In addition, once MPM has properly notified the client designated POC of an action that needs to be taken for diagnostic, resolution, or workaround reasons, the time taken by client personnel to perform this action and report back to MPM shall not be included in the uptime calculation. Also, once MPM has properly notified the client designated Client POC of an out of service condition caused by the failure of a Client or Client contracted 3rd Party infrastructure or data service, such as Power, Internet, 3rd Party API, or Network Connectivity, additional downtime related to this condition shall not be included in the uptime calculation.

Resolutions: Provider may correct any error or outage by providing a fix or reasonable workaround. Provider will use any reasonable efforts to further correct any such issue, but once a workaround is in place no specific resolution period is promised or contracted.

Customer Support:

MPM shall provide technical support for the Platform (24x7 for business critical issues). Client should contact Customer Support at the following email address: Support@mpmedia.tv. Customer support issues are categorized as low, medium or critical priority.

a. Determining Priority Level:

Priority level is determined by the nature of the problem. MPM, at its discretion, will establish the priority level. The following illustrate priority levels as established by provider:

Type of Request	Specify in Subject Line	Description	Example
Critical	ISSUE: CRITICAL	1. Loss of a major system component. <ul style="list-style-type: none">• Core functionality is broken• Workaround not available• No planned or agreed recovery in hand 2. Significant failure with impact to the business.	Site failure – not accessible via web
Medium	ISSUE: MED	An important change but not critical. Issue does not impact the functionality of the site of the user experience of the site.	Change of text on layout which is currently live
Low	ISSUE: LOW	Non-critical change to content of campaign	Addition of missing punctuation

b. Customer Support Response Time:

Provider will provide responses and resolution within the time limits stated in the following chart, depending on the priority level of the support issue. The response time is the amount of time it takes to receive a response from a MPM Customer Support employee. The response time is not indicative of resolution time.

Business Hours: 7AM-7PM CT, NBD- Next Business Day, SBD- Same Business Day

Type of Request		Response Time		Resolution Time	
		Business Hours	Non-Business Hours and Holidays	Business Hours	Non-Business Hours and Holidays
PRODUCTION ISSUES	Critical	1 hour	4 hours	Within four hours after response or provide workaround	Within four hours after response or provide workaround
	Medium	4 hrs.	NBD	Next Business day	Two Business days
	Low	SBD	NBD	Next two Business days	Three Business days

Scheduled Maintenance:

MPM reserves the right to take the platform offline for up to eight (8) hours monthly for maintenance ("Scheduled Maintenance"), provided that MPM shall give client at least three (3) business days' advance written notice of any Scheduled Maintenance, except in the case of a critical maintenance window, where the failure to perform such maintenance in a timely fashion is likely to result in a critical system failure or an I.T. security breach, and that no single offline period that materially affects client's services shall exceed eight (8) hours in duration. MPM will use all commercially reasonable means to conduct Schedule Maintenance outside of Client's business hours.

Product Upgrades:

During the Term of this Agreement, MPM will make available to Client standard upgrades, product upgrades and patches as they are released to MPM's general customer base.

Any production version should be within the last three (3) service upgrades in order to provide high availability, security and reliability with swift support for the Client platform.

a. Upgrade Process:

MPM will work with Client to determine an appropriate time to upgrade Client's platform. Upon completion of the upgrade, Provider may require that Client certify that all functionality is working correctly.

b. Upgrading Custom Work:

Any custom modifications that must be upgraded or modified in order to function properly following a product upgrade are subject to additional professional services fees under a separate scope of work.

C. Notification to Client:

MPM will notify Client of available standard upgrades at least five (5) business days in advance of the upgrade availability. MPM will disclose prior to the product upgrade the planned system downtime. If the upgrade

exceeds this disclosed time, the system downtime will be included in the Uptime calculation in this described above.

- 5. Exclusions:** Provider is only able to meet its obligations under this SLA within the confines of a stable environment and with the cooperation of all parties involved in the delivery of the service. As such:
- a. Client agrees that they will promptly respond to any request for information or action by provider, and that any time that is expended waiting for such response shall not apply to any calculation of platform uptime percentage.
 - b. Client agrees that the MessagePoint.TV platform is dependent on unrestricted and performant connectivity to its cloud servers and infrastructure via the public internet. As such any interruption or degradation of this connection prior to the initial point where the provider has control of the network connection is beyond the provider's control and shall not apply to any calculation of platform uptime percentage.
 - c. Client agrees that it shall ensure provider has commercially reasonable unrestricted physical, network, and internet access to its customer premises infrastructure
 - d. Client agrees that it will only use the MessagePoint.TV infrastructure to display non-private public information for which it has appropriate license or copyright permissions, and that any interruption in service due to legal or other action related to the display of prohibited content shall not be included in the calculation of platform uptime percentage.
 - e. Client agrees that it will not provide access to the MessagePoint.TV platform to any entity or individual that is not a direct employee of the client without written permission of the provider. If a client provides such access and the result of this access is platform downtime, then the provider shall not be responsible for platform uptime calculations. In addition, remediation of any issues caused by such unauthorized party's access shall not be covered by any support agreement and shall be subject to time and materials professional services at the rates outlined in the current professional services rate schedule.