

MINERVA NETWORKS, INC.
SAAS SERVICE
SERVICE LEVEL COMMITMENT

Credits. Minerva agrees that if its SaaS Service is Available less than 99.9% of the time in a calendar quarter (determined as set forth below) (each an “**Affected Quarter**”), then each of its customers actually affected by such outages may request a SaaS Service fee credit as specified below (a “**Credit**”). Minerva will post on its website each month a report showing the percentage of time the SaaS Service is Available in that month. Customers actually affected by outages in an Affected Quarter must request their Credit by contacting Minerva Support in writing within 15 days after the end of such quarter. Each such customer will have a Credit equal to 10% of its current monthly SaaS Service fees placed into an account with Minerva. Credits may only be used to pay for the SaaS Service. Credits will not be issued in cash. Each customer must use its Credits within 6 months following the availability of such Credits. Credits not so used will be deemed forfeited.

Availability Calculation. The percentage of time the SaaS Service is Available will be determined as follows:

$$((T - \Sigma O) / T) * 100$$

“**T**” denotes, for any period, the total minutes the SaaS Service may be available in such period, less scheduled outages.

“**O**” denotes, for any period, the minutes elapsed between initiation of each outage in such period and when the SaaS Service is again Available. “**O**” does not include downtime caused by (i) scheduled outages, or (ii) other conditions that are beyond Minerva’s reasonable control such as, but not limited to: outages due to non-SaaS Service problems; customer or customer-partner provided software; customer provided network access; the Internet; and other *force majeure* events.

The SaaS Service is “**Available**” if the SaaS Service is accessible by customers. Minerva is not responsible for availability within customer premises or over the infrastructure of the public Internet.

The issuance of Credits as provided above is Minerva’s sole obligation, and each affected customer’s sole remedy, for any lack of Availability of the SaaS Service. Minerva may amend or terminate this program as to future periods by providing notice at least 90 days prior to the amendment taking effect.

**MINERVA NETWORKS, INC.
SAAS SERVICE SUPPORT POLICY**

Minerva Networks, Inc. (“**Minerva**”) hereby agrees to provide the customer (“**Customer**”) identified in a quote or other related document (the “**Quote**”) as purchasing a subscription to the Minerva YourTV Now service (the “**SaaS Service**”), support services (“**Support**”) for the SaaS Service and related software under the terms of this Support Policy (this “**Policy**”) during the related SaaS Subscription Term. By agreeing to a Quote which includes the SaaS Service, Customer is agreeing to the terms of this Policy.

1. DEFINED TERMS

1.1 Defined Terms. As used in this Policy, the following terms have the indicated meanings:

“**Covered Products**” means the SaaS Service and the Client Software.

“**Error**” means a failure of an unmodified version of a Covered Product to conform to the specifications set forth in the related documentation. Errors are categorized as one of the following:

(a) “**Critical Priority Error**” means an Error which completely disables essential business functions of the SaaS Service.

(b) “**High Priority Error**” means an Error which disrupts essential business functions of the SaaS Service. Examples include: (i) useful production is difficult because Covered Products are failing to perform correctly and/or reliably, or (ii) regular failures are occurring, but the SaaS Service is not completely unusable.

(c) “**Medium Priority Error**” means an Error which disables or disrupts non-essential business functions of the SaaS Service. Examples include (i) a Covered Product is not performing in a normal manner or the Error is very intermittent, or (ii) the SaaS Service workload is impaired but it can be used.

(d) “**Low Priority Error**” means an Error which is cosmetic or non-disabling from a business standpoint. Examples include: (i) Errors causing minor inconveniences, and (ii) documentation errors.

“**Release**” means a subsequent revision of Client Software, denoted by a change to the left (a “**Major Release**”) or right (a “**Minor Release**”) of the revision number decimal point (x.y).

“**Response**” means either a telephone or e-mail acknowledgement of receipt of a Service Request and a reply that may include: (a) request for additional information, (b) confirmation of the Error, or (c) a procedure to provide relief.

“**Support Ticket**” means a request by Customer for Support under this Policy to address an Error.

“**Upgrade**” means the right to receive Releases for Client Software on the terms of this Policy.

1.2 Other Terms. Capitalized terms used but not defined in this Policy are used as defined in the Terms and Conditions attached to the Quote.

2. SUPPORT DESCRIPTION

2.1 Services. Support includes the following with respect to Customer’s Covered Products, but only during the SaaS Subscription Term:

(a) Telephone and Online Support. Minerva will provide Support to Customer, 7 days a week, 24 hours per day, through telephone and/or through Minerva's online Support web site (support.minervanetworks.com). In addition, Minerva will provide Customer with (A) online Support Ticket entry; (B) online Support Ticket tracking and status updates; (C) online download areas for Client Releases and Support information; and (D) online access to Minerva Support resources as determined by Minerva (*e.g.*, knowledgebase, FAQs, Support papers and application notes, *etc.*). Details of how to contact Minerva for Support are provided at the time Support is activated for Customer.

(b) Upgrade Right and Maintenance. Customer is entitled to receive and Minerva will provide new releases of the Client Software as and when such are made generally commercially available during the applicable Support period. Access to the SaaS Service also includes access to updated versions of such services to the extent included in Customer's subscription. Releases and updated SaaS Services are provided to Customer pursuant to the Terms and Conditions attached to the Quote. Without negating its obligation to attempt to correct Errors pursuant to this Policy, Minerva is not obligated to create any Releases or updates to the SaaS Service.

2.2 Technical Contacts. Customer will designate two of its full-time employees as contacts: 1 primary and 1 backup (each a "**Technical Contact**"), to serve as liaisons with Minerva's Support group. Prior to being designated as a Technical Contact, each person must successfully complete Minerva's then required training for Technical Contacts. The designated Technical Contacts will be the sole liaisons between Minerva's Support group and Customer for all Support. Customer will provide reasonable written notice to Minerva whenever Technical Contact responsibilities are transferred to another individual. Customer may have up to 5 Technical Contacts. Customer may add additional Technical Contacts for an additional fee.

2.3 Support Tickets. A Minerva technical support engineer (a "**TSE**") and a Technical Contact will classify each Support Ticket according to the priority levels of the Error described in such Support Ticket. Errors will be classified as: Critical Priority Errors, High Priority Errors, Medium Priority Errors, or Low Priority Errors (as defined above). Minerva will respond to a Support Ticket with respect to Covered Products in a manner that relates to the priority of the related Errors. The priority level for a Support Ticket may be adjusted as work-arounds are provided which cause the related Error severity level to decrease.

2.4 Customer Cooperation. Minerva's obligation to provide Support is conditioned upon the following: (a) Customer's reasonable effort to resolve the Error after communication with Minerva; (b) Customer's provision to Minerva of sufficient information and resources to correct the Error, including remote access; (c) Customer's prompt installation of all Client Software Service Packs and/or work-arounds supplied by Minerva; and (d) Customer's procurement and installation and maintenance of all hardware necessary to access and operate the Covered Products.

2.5 TSE Response and Escalation.

(a) TSE Response. Upon receipt of a Support Ticket from Customer, Minerva will assign the Support Ticket to its TSEs. Minerva's TSEs are responsible for identifying the Error and gathering initial case information. If the Support Ticket can be satisfied through information dissemination and assistance in connection with installation, configuration, administration, and features and functions of the Covered Products, the applicable TSEs will use reasonable efforts to provide such assistance with such Support Ticket. Minerva's response may include providing a written response, a telephonic response, supplementary documentation, a temporary work-around, a new Release or other correctional aids.

(b) Proactive Escalation. If a Support Ticket cannot be resolved by the initial TSE, such Support Ticket will be escalated to Minerva's Senior TSEs ("**Tier-2**"). Support Ticket resolution may include providing an existing fix to an already identified Error. If a particular Support Ticket cannot be resolved by Tier-2, it will be escalated to Minerva's Engineering and/or Product Marketing groups or the applicable third party vendor.

(c) Customer Escalation. For Support Tickets involving Critical Priority Errors and High Priority Errors only, if Customer reasonably determines that there is a performance issue in connection with the response provided by Minerva's initial TSEs, Customer may request escalation of such Support Ticket to Tier-2. If such an Error is still not proceeding to Customer's reasonable expectations, Customer may escalate the Support

Ticket for such Error to Minerva's Director of Technical Support or the applicable third party vendor. If such escalation does not resolve the issue, Minerva may escalate the issue to its Vice President of Technical Support or, if applicable, within the applicable third party vendor. Support Tickets involving Medium Priority Errors and Low Priority Errors may not be escalated by Customer using the escalation process in this Section.

3. SUPPORT CONDITIONS

3.1 Supported Releases. Support for Client Software applies only to the latest Release and the immediately previous Release of the Client Software.

3.2 Supported Platforms. Support is limited to (a) Client Software on platforms that are fully supported, and (b) reproducible Errors that are demonstrable in the latest Release of such Client Software, running unaltered on the proper hardware configuration.

3.3 Reproducing Errors. For each Support Ticket, Minerva will use commercially reasonable efforts to reproduce the Error so that the results can be analyzed.

3.4 Support Issues Not Attributable to Minerva. Minerva is not obligated to provide Support for Errors caused by Customer's negligence, hardware malfunction, or third-party software.

3.5 Exclusions from Support.

(a) In-Depth Training. Support does not include responses to Support Tickets which are in the nature of training in that they require an inordinate amount of a TSE's time. Such requests will be referred to Minerva's training or professional services departments.

(b) Customization Assistance. Assistance in developing, debugging, testing or any other application customization for modifications made by Customer, even if a permitted modification, are not included in Support. Those services, if available, must be purchased separately from Minerva's professional services group.

(c) Assistance on Third Party Products. Support does not include addressing issues related to the installation, administration, and use of non-Covered Products or other enabling technologies such as databases, computer networks, and communications systems. If Minerva separately agrees to provide technical support services for such other third party products, then such services will be provided under the terms of separate agreements and not under this Policy.

(d) Customer's Environment Issues. Problems due to defects in the environment in or through which Client Software is installed or accessed are not included in Support. If Minerva concludes that an Error being reported by Customer is due to defects in such environment, then Minerva will so notify Customer. Additional assistance to address such issues will be provided by Minerva, if at all, pursuant to a separate arrangement with Minerva's professional services group for an additional fee.