



MSA-0128-SO-001

Triton Digital Service Order

SECTION A: Order Information

Client Name:	Eastern Kentucky University	MSA #:	MSA-0128
Client Status:	Existing Client Renewal		
Service Provider:	Ando Media, LLC		
Service Order Type:	<input type="checkbox"/> New Service Order <input type="checkbox"/> Supersedes (i) the Master Services Agreement # _____ and (ii) the Service Order # _____ in their entirety. <input checked="" type="checkbox"/> As of the Billing Start Date (as such term is defined in the MSA and set forth in Section E below), the Parties hereby agree that this Agreement shall supersede any and all prior agreement(s) entered into between the Parties in their entirety.		

Applicable Specific Terms: (attached hereto)	Services	Schedule
	Streaming and Delivery	A
	Service Level Agreement	B

Other Schedule:

SECTION B: Service Descriptions

All terms, when used in a capital initial letter, shall have the meaning ascribed to them in the applicable Schedule, unless otherwise defined in the MSA and/or in this Section B.

Content Delivery

Name	Description
Live Streaming Data Transfer	Per GB fee. Data Transfer charges applicable to live streaming. Subject to extra usage fee for additional GB above commitment*.
Audio Feed	Per Audio Feed fee. Corresponds to a stream's combination of distribution settings (also referred to as a mount). For example, one (1) MP3 feed and one (1) AAC feed count as two (2) feeds. Does not include data transfer. Additional audio feeds subject to fees*.

*See Section C-2 (Usage and Professional Services Fees)

SECTION C-1: Professional Services Fees

Name	Description	Unit Type	Unit Price
Professional Service Hours	Professional services (player development, custom development, advanced support, training, ad serving management, etc.).	Hours	\$145.00
Set-Up	Set-up fees for each additional Feeds, Tap or Ad Server activation. Exclude monthly unit fees	Set-Up	\$189.00



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SECTION C-2: Usage Fees

Name	Units	Unit Price
Live Streaming Data Transfer	GB	\$0.08
Audio Feed	Audio Feed	\$25.00

SECTION D: Station and Payment Summary

Service	Qty.	Units	Set Up Fee	Monthly Fee
Live Streaming Data Transfer	5100	GB	Bundled	\$459.00
Audio Feed	6	Audio Feed	Bundled	\$60.00
Total Cash Due for Set Up*			\$0.00	
Total Cash Due Monthly*				\$519.00

* Plus applicable Taxes.

SECTION E: Contract Terms**Initial Term:** 24 Month(s)**Billing Start Date:** Client's signature date of this Service Order**Entire Agreement**

All references to "the Agreement" or the "MSA" shall be deemed to include this Service Order and the attached specific terms and conditions. The entire Agreement entered into between Client and Service Provider, is made up of the documents listed here. Capitalized terms are defined in the Master Services Agreement. All prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the above mentioned Services, are superseded. Except as specifically modified and amended herein, all provisions, stipulations and/or conditions of the MSA remain unchanged and in full force.

(1) this Service Order and any Service Order signed by Client;
 (2) the above referenced MSA (as amended, supplemented, or otherwise modified from time to time);
 (3) the applicable Specific Terms;
 (4) any Schedule to any of the documents listed here; and
 (5) any Addendum to any of the above document.

SIGNATURE PAGE FOLLOWS



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Signatures


By signing below, Client and Service Provider acknowledge that they have read the entire Agreement, the attached specific terms and conditions for use of the Services, and agree to be bound by the provisions thereof.

CLIENT

SERVICE PROVIDER

Eastern Kentucky University

Ando Media, LLC

By 
79296A4A178E4B3...

By 
1EC27AA6B11D4CE...

Name & Title
Mike Savage
Director & General Manager

Name & Title
Stephanie Donovan
SVP, Publisher Dev.

I am a duly authorized officer,
partner or principal with full
authority to enter into this
Agreement on behalf of Client.

Date(MM/DD/YYYY) 5/23/2019 | 12:16:51 PDT

Date(MM/DD/YYYY) 5/23/2019 | 12:28:49 PDT



Schedule A

Specific Terms and Conditions for Streaming and Delivery

These specific terms and conditions for Streaming and Delivery (the “**Streaming Specific T&C**”) are specific to the streaming and associated services provided by Service Provider to Client under this Service Order (the “**Services**”) and are in addition to the terms and conditions of the MSA. Except as expressly provided in these Streaming Specific T&C, all capitalized terms and expressions used shall have the same meaning as defined in the MSA.

1. Definitions. In these Streaming Specific T&C:

“**Client Equipment**” means any and all hardware, software, network, infrastructure and any other type of equipment which is used in connection with the Services, whether owned by Client or a third-party, and which is not under the direct control of Service Provider.

“**Data Transfer**” means any amount of digital information received or transmitted on Service Provider’s network in connection with the Services to be provided under the Agreement.

“**End User**” means each individual accessing a Client Site.

“**Feed**” means any and all file format enabling users to connect, listen or view Client Content, including without limitation Podcast episodes. A Feed can be a combination of feeds codecs (ex. mp3, AAC), bitrates (ex. 32 kbps, 48 kbps), file formats (ex. .flv, .pls) and transport protocols (ex. HTTP, RTMP). Each Client’s Station can have an unlimited amount of Feeds.

“**GB**” means 1 gigabyte or 1,000,000,000 bytes.

“**Podcast**” means digital medium that consists of an episodic series of audio content (podcasts) delivered to the End User on a computer or mobile device from the Station.

“**Service Level Agreement**” means the Service Level Agreement attached hereto as Schedule B.

“**Station**” means each and every one of Client’s sources for transmitting digital audio and/or video content including, without limitation, any digital broadcast of a terrestrial radio station, Podcast or internet only radio station.

“**Station Manager Software**” means the Station Manager Software and all its components, made available by Service Provider to Client in connection with the Services.

2. Station Manager Software. During the Term of this Agreement, Service Provider grants Client a limited, non-assignable, non-transferable, non-exclusive, fee bearing, worldwide right to use the Station Manager Software for the sole purpose of streaming Client Content through Service Provider’s network. The Station Manager Software shall be installed only on one (1) computer or workstation and Client shall not copy the Station Manager Software or install it on another computer without the prior written consent of Service Provider. Service Provider reserves the right to suspend, without prior notice, Client’s use of the Services when Client has used all or part of the Services to distribute Client Content through a network other than Service Provider’s network without first obtaining Service Provider’s written consent.

3. Client Licenses. Client grants Service Provider a limited, non-exclusive license during the Term to copy, promote, perform and display Client Content as necessary to provide the Services pursuant to this Agreement. To the extent that Client has engaged Service Provider to develop, maintain, publish, deploy, and/or host Client applications, Client grants Service Provider a limited, non-exclusive, world-wide license during the Term to use Client’s Intellectual Property Rights as necessary to so develop, maintain, publish, deploy, and/or host such applications.

4. Service Level Agreement. Service Provider shall provide the Services in compliance with the Service Level Agreement.



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5. Minimum Service Requirements. Client shall comply at all times with the latest version of the Minimum Service Requirements set forth at the following url address: https://userguides.tritondigital.com/spc/streq/index.html?min_service_requirements.html, and which are hereby incorporated by reference as part of the Agreement, and any other service requirement communicated to Client by Service Provider. Upon Client's request, Service Provider shall provide a physical copy of the Minimum Service Requirements.



Schedule B

Service Level Agreement

This Service Level Agreement (the "**SLA**") is attached and incorporated into the Service Order and the terms and conditions contained herein are in addition to the terms and conditions of the MSA. Except as expressly provided in this SLA, all terms and expressions used in this SLA shall have the same meaning as defined in the MSA.

1. Definitions. In this SLA:

"Revenue Services" shall mean all revenue services provided by Service Provider to Client including, without limitation, a2x.

"Core Hours" shall mean from Sunday 10:00 p.m. Eastern Time (ET) to Friday 10:00 p.m. ET, excluding statutory holidays in the Province of Quebec (Canada) and Service Provider recognized holidays.

"Downtime" shall mean a period of time, subject to Section 3 below, in any given month, during which the Service is substantially unavailable resulting in a degradation of the Service that has a material adverse effect on Client.

"Downtime Credit" shall mean a dollar credit calculated as set forth in Section 4.

"Emergency Support" means technical support required by Client as a result of an unplanned Downtime that creates a material adverse effect on Client's business.

"Force Majeure" means events of unavailability caused by circumstances beyond Service Provider's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, and computer, malicious or criminal acts, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

"Incident Action Times" shall mean the time periods within which Service Provider is required to respond to Incident Reports, as set forth in Section 5.1 of this SLA.

"Incident Report" shall mean the report submitted by Client to Service Provider in accordance with Subsection 5.2.

"Routine Support" shall mean any technical support required by Client which is not included in the Emergency Support, including but not limited to: (i) any functional or operational issue; (ii) request for statistical report; (iii) informational question or inquiry; (iv) request for streaming or adding/removing of web content; and (v) password reset, lost username.

"Ticket Reporting System" shall mean Service Provider's computerized system which tracks the detection, reporting, and resolution of all incidents arising from or in connection with the Services provided to Client.

2. Service Uptime Commitment. Subject to Section 3 below, Service Provider will use commercially reasonable efforts to provide 99.9% uptime covering the Services, excluding the Revenue Services, during the Term (the "Service Uptime Commitment").

3. Downtime Exclusions. Periods where a Service is unavailable but caused by or associated with any of the following events or circumstances shall not count as Downtime: (i) failure of Client Equipment or hardware that is owned, leased or provided to Service Provider by Client, or failure of applications or code that are owned, licensed or provided to Service Provider by Client; or the interaction of these items, except if such failure is a result of Service Provider's act or omission; (ii) solely to the extent that the following is outside Service Provider's direct control, failure of the Internet or of any assets, tools, equipment, software, hardware, domain name server, resources, data, technologies, networks, infrastructures, telecommunications and dedicated lines; (iii) Client's acts or omissions (or act or omissions of others engaged or authorized by Client), including any negligence, misconduct, faults or defaults or breaches of the Agreement, failure to comply with the Minimum Service Requirements, use of Service Provider's network or Services in breach of Service Provider's Terms and Conditions of the Agreement, or any act or omissions inconsistent with the advice or instructions of Service Provider or any other cause beyond the reasonable control of Service Provider and without its fault or negligence; (iv) failure of the connection to Service Provider's network, except



to the extent that such failure is caused by Service Provider; (v) maintenance requested by or attributed to Client; (vi) Scheduled Maintenance and Emergency Maintenance and Updates; (vii) incident, degradation and network connection problems arising from or associated with any Network outside Service Provider's direct control, including any Third-Party Suppliers' network; or (viii) Force Majeure (collectively, the "Exclusions"). Service Provider is not responsible for failures caused or associated with any of the above Exclusions, and Client releases Service Provider from any and all liability in respect thereof.

4. Downtime Credit

4.1. Downtime Credit Reduction. In the event that Downtime, not including the Exclusions, exceeds 0.1% for the Services during any calendar month, the fixed Monthly Fees otherwise payable for the affected Service(s) for that given month shall be reduced as follows:

Downtime Credit

Downtime	Credits (Reduction in fixed Fees)
0.1% to 2%	10%
More than 2% to 3%	20%
More than 3%	30%

4.2. Downtime Credit Calculation. Downtime Credit shall be granted separately for each affected portion of a Service in proportion of the past month consumption of the affected portion(s). Downtime Credit shall be granted against the prorated Monthly Fees otherwise payable for the affected Service(s). No Downtime Credit shall be granted against the Usage Fees.

4.3. Default. The Downtime Credits shall be Client's exclusive remedy and Service Provider's entire liability in relation to Downtime, except that where Downtime for the Services exceeds three percent (3%) for three (3) consecutive months, Client shall be entitled to terminate the Agreement pursuant to Section 5 of the MSA provided that such right of termination is exercised within and no later than thirty (30) days from the end of the third consecutive month.

4.4. Procedure for Claiming Downtime Credits. All Downtime Credit requests must be either emailed to accounting@tritondigital.com or faxed to +1 (514) 807-1861, attention: Accounting. To be eligible for Downtime Credit for a particular month, any request must be received by Service Provider within thirty (30) days of the end of such month and must be confirmed by Service Provider's measurements of the Service Provider network. All requests must specify: (i) Client's name, phone number and current email address; (ii) the date, beginning and end time of the outage or failed metric; and (iii) a brief description of the outage or failed metric. All approved Downtime Credit will be applied to Client's account within sixty (60) days of issuance.

4.5. Additional Limitations. In order to be eligible for Downtime Credit, Client must have followed, prior to the incident in question, Service Provider's latest instructions for using Service Provider's systems underlying Client's Service(s). Downtime Credit shall not be available to Clients that are in breach of their payment or any obligation or provision of the Terms and Conditions of Services or any other agreements with Client or policies of Service Provider to which this SLA is part or which reference this SLA as being applicable.

5. Operational Service Support

5.1. Routine and Emergency Support. For Routine Support and Emergency Support, Incident Reports shall be submitted to Service Provider in accordance with the procedure set forth in Subsection 5.2 below. Routine Support shall be provided within twenty-four (24) hours only during the Core Hours. Emergency Support shall be provided within sixty (60) minutes 24/7. Service Provider shall have no obligation to provide Routine Support or Emergency Support if Client fails to comply with the Minimum Service Requirements.

5.2. Incident Report. Client shall raise all Incident Reports by: (i) sending an email to supportdesk@tritondigital.com, or by telephone at +1 (888) 448-4037, after selecting option 1, for Routine Support; or (ii) by telephone at +1 (800) 939-9413 for Emergency Support. Incident Reports shall contain the following



information: (i) station (call sign); (ii) Service name; (iii) contact name; (iv) contact phone number; (v) contact email address; and (vi) description of the nature of the incident and how it was detected.

5.3. Ticket Reporting System. A trouble ticket will be opened in the Ticket Reporting System either: (i) automatically upon receipt of an Incident Report by email; or (ii) by the Service Provider upon receipt of an Incident Report submitted by phone.

6. Escalation. Escalation is the process used by Client if any of the expectations of Incident Action Times is not met. If an escalation contact cannot be reached within the specified time frame, Client may escalate to the next escalation level.

Escalation and Reporting Contacts

Level of escalation	Response Time	Availability	Service Provider Contact Info
1 st escalation	30 minutes	24/7	directorsupport@tritondigital.com
2 nd escalation	2 hours	24/7	directorinfrastructure@tritondigital.com
3 rd escalation	4 hours	24/7	evpoperations@tritondigital.com

7. Maintenance

7.1. Scheduled Maintenance. Service Provider may perform scheduled maintenance. Should Service Provider perform scheduled maintenance having a material adverse effect on Client's Services ("Scheduled Maintenance with Impact"), Service Provider will notify Client by email no less than one (1) business day before performing a Scheduled Maintenance with Impact. Scheduled maintenance will occur during the Scheduled Maintenance Window as defined in Section 7.2 below. The Downtime for each Scheduled Maintenance with Impact shall not exceed 120 minutes. Service Provider will use its best efforts to ensure that there is a mechanism in place to provide for continuous monitoring, even during periods of scheduled maintenance.

7.2. Maintenance Window. Service Provider will only perform Scheduled Maintenance from Monday to Sunday between the hours of 9:00 pm AND 6:00 am ET (the "Scheduled Maintenance Window").

7.3. Emergency Maintenance. Should Service Provider require an emergency maintenance, Service Provider will contact Client promptly. Any Downtime resulting from emergency maintenance shall be included as Downtime in the Uptime calculation and reports, with the exception of when emergency maintenance becomes necessary as a result of an incident creating an outage, hazardous conditions, or threat which Service Provider could neither have reasonably foreseen, nor made a reasonable investment in infrastructure which could have eliminated the need for emergency maintenance.