Application Acceleration Services

I.   SERVICES DESCRIPTION: Company will provide Customer with Application Acceleration Services ordered by Customer. Company resells Application Acceleration Services provided by vendors.

II. DEFINITIONS: In addition to the definitions found in <u>Online Definitions</u>, the following apply to Application Acceleration Services:

"Akamai Services" are Akamai's services resold by Company pursuant to a reseller agreement.

"API" means Application Programming Interface.

"Application or "App" means any discrete instance of computer software that performs a particular function for a Customer or Customer's end user and can be accelerated by any Akamai acceleration Service. For billing purposes, each instance of any such software is considered an independent "Internet Application" or "App". For example, each Application running on a particular platform (e.g., Force.com, Amazon AWS, Microsoft Azure, SAP, .NET, etc.) is considered a discrete App, while the platform itself would not be considered an App. Also, a portal consisting of many Applications will be counted as more than one application.

"Application Acceleration Services" means the Application Acceleration services, specified on a Service Order including any related documentation, which may be Akamai Services.

"Card Information" means personally identifiable information entered by a user on a designated portion of Customer's Site for the purpose of fulfilling a transaction or account access process and which is identified to be replaced by a token pursuant to the Edge Tokenization Module configuration defined and approved by Customer. Such information may include a user's name, address, personal account number, credit card number, debit card number, bank account number, check number or other financial account number.

"Content Type" means a HTTP response header that describes the file type that follows and that the browser uses to render the content properly.

"Customer Content" means any creation, renewal, update, deletion, editorial content, control, publication, reproduction, and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects or an event, including any third party content or materials, originating or transmitted from any web site owned or operated by Customer, and/or uploaded or routed to, passed through and/or stored on or within the Vendor's Network or the Company Network or otherwise provided to Company's vendor or transmitted or routed using any of the Application Acceleration Services.

"Customer Portal" means the Luna Control Center located at https://control.akamai.com.

"DDoS (distributed denial-of-service) or DoS (denial-of-service) Attack" means an ongoing traffic increase where (i) Site traffic is four or more times higher than the average Site traffic, per unit, over the immediately preceding two month period, (ii) Customer and Akamai mutually agree that the traffic spike is malicious, and/or unwanted, and Customer requests Akamai to declare the traffic as a DDoS Attack, and (iii) Customer informs Akamai that they are willing to NOT serve the unexpected traffic and are willing to allow Akamai to determine the approach for mitigating potential negative impacts of the DDoS traffic (e.g., blocking the traffic, redirecting the traffic, serving the traffic, etc.).

"DNS" means Domain Name System.

"Extended Validation (EV) Digital Certificate" means a special type of X.509 digital certificate that requires more extensive investigation of the requesting entity by the certificate authority before being issued. The requirements for issuing EV Digital Certificates are defined by the Certification Authority Browser Forum ("CA/Browser Forum") located at http://www.cabforum.org. Extended Validation certificates may be issued as single-hostname or Subject Alternative Name (SAN) certificates.

"GB" means Gigabyte(s). One (1) GB is equal to 1,000 MB.

"HD Client" means combination of the HD Network Player Component and the NetSession Interface to enable delivery of HD Network Services.

"HD Network Player Component" means Akamai's client-side software used to enable delivery of Akamai HD Network Services. The Akamai HD Network Player Component is provided subject to the applicable license agreement located at www.akamai.com/product/licenses, and Customer's purchase and use of the Akamai HD Network Player Component constitutes Customer's acceptance of the terms of such license.

"HTML" means HyperText Markup Language.

"HTTP" means Hypertext Transfer Protocol. HTTP is an Application-level protocol for distributed, collaborative, hypermedia information systems.

"HTTP Dynamic Streaming ("HDS")" supports Adobe Flash.

"HTTP Live Streaming ("HLS")" supports Apple iPhone/iPad.

"HTTPS" means HTTP combined with a network security protocol.

"Indemnified Party" means each of the following: Company, its vendor for the Application Acceleration Services, their respective affiliates, and each of their respective officers, directors, employees, agents and representatives.

"ISO" means Industry Organization for Standardization.

"KB" means Kilobyte(s). One KB is equal to 1,000 bytes.

"Mbps" means Megabit(s) per second.

"MB" means Megabyte(s). One MB is equal to 1,000 KB.

"Mobile Site" means a set of URLs used to deliver content and applications targeted at mobile devices for a discrete and individual corporate unit (e.g., legal entity, company business unit, publishing group, product brand or Application) that may consist of at most one domain and up to 3 sub-domains. For example, in the case of mobile.customer.com and images-mobile.customer.com, "customer.com" is the domain and "mobile" and "images-mobile" are sub-domains.

"MPV" means Million Page Views.

"NetSession Interface" means Application Acceleration Services client-side software used in conjunction with various Application Acceleration Services. The NetSession Interface is provided subject to the terms of the applicable license agreement located at

www.akamai.com/product/licenses, and Customer's purchase and use of the NetSession Interface constitutes Customer's acceptance of the terms of such license.

"NetSession Interface Software Development Kit" means an API, sample applications, and documentation that enables Customer to programmatically access features and functions of the NetSession Interface. This kit supports the C programming language and is subject to the applicable licenses included therewith.

"Page View" means the delivery of a file by Application Acceleration Services that has Content Type "text/html" but excludes redirects (HTTP response code 301/302) and File Not Found error page (HTTP response code 404). Application Acceleration Services aggregates the number of "text/html" files delivered each month.

"Play Attempt" means an attempt to run a live or on demand stream on a media player. A single Play Attempt may result in successful play back that lasts many hours or the stream may not start at all due to errors or user initiated termination of play back. The number of Play Attempts will be tracked via the "Play Attempts" metric in the Media Analytics Service. Total Play Attempts for a month are calculated by summing the Play Attempts metric across all active instances of Audience Analytics, QoS Monitor, and Server Side Analytics modules. Bitrate switching during adaptive bitrate streaming does not constitute a new Plays Attempt. For 24x7 streams or playlists that have multiple titles in a single stream, each new title accessed within the playlist will constitute a new Play Attempt.

"Priority Level" - The following is a guide for assigning appropriate priority levels for Support Requests:

> Priority 1 ("P1") Critical means the service is significantly impaired and unavailable to multiple user locations. Example: Multiple Sites are affected.

> Priority 2 ("P2") Major neabs a repeatable inability to use the applicable Service from a single location or region. Example: Localized denial of service issue. This might be to a single Site or even a single server.

> Priority 3 ("P3") Low means a non-urgent matter or information request. Examples: Planned configuration change request, information requests, reports or usage questions, clarification of documentation, or any feature enhancement suggestions.

"Real-Time Reporting (RTR)" means an Application Acceleration Services proprietary log delivery technology used for intercommunication with customer-operated log management systems.

"Request" means a request to an Application Acceleration Services server to retrieve an item of anonymous non-personally identifiable user data from an Application Acceleration Services proprietary database or to perform a certain function based upon one or more Segments specified by Customer.

"Reseller Agreement" means the reseller agreement(s) whereby Company is authorized to resell Application Acceleration Services to Customer.

"Secure Web Transaction" means an SSL Network HTTPS request and response that may carry Card Information.

"Segment" means a characteristic selected by Customer and assigned to an anonymous user based upon such user's online activity.

"Service Level Agreements or SLA" means use of any Service is subject to the applicable Application Acceleration Services service level agreement located on the Application Acceleration Services Customer Portal.

"Services Order Form" means an order for Application Acceleration Services placed by Customer with its Company account representative attendant to Application Acceleration Services. The Services Order Form constitutes a binding commitment of Customer to purchase the requested Application Acceleration Services.

"Site" means a set of URLs used to deliver content and Applications for a discrete and individual corporate unit (e.g., legal entity, company business unit, publishing group, product brand or Application) that may consist of at most one domain and up to 10 hostnames. For example, in the case of www.customer.com and images.customer.com "customer.com" is the domain and "www" and "images" are hostnames.

"SSL" means Secure Sockets Layer.

"SSL Network Access" means a network resource allocated to Customer for the purpose of accelerating SSL sessions with a X.509 digital certificate. Customer purchases the type of digital certificate to be included with the SSL Network Access, such as Standard (Single-Hostname), Wildcard, SAN, Extended Validation (EV), Extended Validation SAN or Third Party.

"Standard or Single-Hostname Digital Certificate" means an X.509 digital certificate identifying a single hostname that is issued by either Application Acceleration Services or an Application Acceleration Services chosen certificate authority.

"Subject Alternative Name (SAN) Digital Certificate" means an X.509 digital certificate standard that can be used to identify more than one entity or device. Digital certificate products identified as SAN Digital Certificates can sign more than one hostname.

"Support Requests" means service support calls or online support tickets initiated by Customer where the underlying issue is determined to reside in Customer's host environment (not in the Application Acceleration Services or Application Acceleration Services network) or other requests outside the scope of support. Additional Support Requests beyond those included in a particular Service package may be subject to Application Acceleration Services standard rates.

"TB" means Terabytes delivered. One (1) TB is equal to 1,000 GB.

"Third Party" means an entity or person other than Application Acceleration Services or Customer.

"Third Party Component" means any solution, application, technology or component thereof provided by a 3rd Party.

"Third Party Digital Certificate" means an X.509 digital certificate furnished by the customer to Application Acceleration Services for use with the purchased Service(s).

"Thps" means thousand hits per second.

"Vendor's Network" means Company's vendor's worldwide network dedicated to web content delivery deployed to efficiently deliver content over the Internet.

"Vendor's Use Policy" means the current vendor's acceptable use policy, as amended from time to time, is available at www.akamai.com.

"Wildcard Digital Certificate" means an X.509 digital certificate that signs multiple hostnames within a specified domain. For example, the wildcard *.example.com specifies the domain "example.com" and can sign hostnames such as "www.example.com" and "images.example.com". Wildcard Digital Certificates are issued by either Application Acceleration Services or an Application Acceleration Services chosen certificate authority. In cases where Application Acceleration Services issues the wildcard certificate there is a 10 hostname limit under the primary domain. Otherwise, Wildcard Digital Certificates can sign an unlimited quantity of hostnames in the specified domain.

III.   FEATURES AND OPTIONS: The following features and options are available:

Akamai Services provides the following:

1.   Application Acceleration Features and Service Descriptions. The following Application Acceleration Services are resold from Company's vendor, Akamai (with the equivalent Company and Akamai service names).

	Company Service Names	Akamai Service Names
	Company Service Names	Akamai Service Names
1	Application Acceleration - Standard	Web Application Accelerator
2	Application Acceleration - Advanced	Terra Alta Enterprise Accelerator
2	Application Acceleration - Enterprise	Terra Alta Enterprise Accelerator
3	Website Acceleration - Standard	Dynamic Site Accelerator
3	Website Acceleration - Standard - Secure	Dynamic Site Accelerator - Secure
4	Website Acceleration - Advanced	Dynamic Site Accelerator - Premier
4	Website Acceleration - Advanced - Secure	Dynamic Site Accelerator - Premier - Secure
5	Website Acceleration - Enterprise	Aqua Ion
5	Website Acceleration - Enterprise - Secure	Aqua Ion - Secure
6	Mobile Acceleration - Standard	Aqua Ion Mobile
6	Mobile Acceleration - Standard - Secure	Aqua Ion Mobile - Secure
7	Media Delivery - Standard	Sola HD Network
8	Internet Security	Kona Site Defender

2.   Application Acceleration – Standard.

2.1   Web Application Accelerator. Web Application Accelerator includes access to Akamai's network for content delivery and Akamai's Application Accelerator Services serving HTTP/HTTPS traffic (includes all HTTP methods), and includes one or more of the following features:

- Access Control
- Advanced Cache Optimization (or Control)
- NetStorage
- Pre-fetching
- Site Analyzer
- Site failover
- SureRoute for performance
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party

3.   Application Acceleration – Advanced and Enterprise.

3.1   Terra Alta Enterprise Accelerator. Terra Alta Enterprise Accelerator includes access to Akamai's network for content delivery and Akamai's Alta Enterprise Accelerator providing improved performance, scalability and control for the quantity of Applications specified in the Service Order and includes all the modules in the Application

Acceleration - Standard package plus the following features:

- Akamai Instant
- Dynamic Page Caching
- Edge Load Balancing
- Enhanced Akamai Protocol
- Enterprise Edge
- Global Traffic Management
- InstantConfig
- Mobile Detection and Redirect
- Secure Content delivery
- Enterprise DNS Mapping
- Web Deduplication
- IP v6 Adaptation

4.   Website Acceleration – Standard.

4.1   Dynamic Site Accelerator. Dynamic Site Accelerator is to be used for web sites only, not for web applications. Includes access to Akamai's network for content delivery and access to Akamai's Site Acceleration services, which include one or more of the following features:

- Basic Cache Optimization
- Compression
- HD On-Demand Streaming
- NetStorage (1GB)
- Pre-fetching
- Site Analyzer (200) Tokens
- Site and Visitor Intelligence
- SureRoute for Failover
- Transport control protocol (TCP) optimization

4.2   Website Acceleration – Standard Secure.

4.2.1   Dynamic Site Accelerator – Secure. Dynamic Site Accelerator - Secure includes access and features of the Dynamic Site Accelerator plus one or more of the following features:

- Access Control
- Secure Content delivery
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party)

5.   Website Acceleration – Advanced.

5.1   Dynamic Site Accelerator – Premier. Dynamic Site Accelerator – Premier includes access to Akamai's network for content delivery and includes the features of Website Acceleration - Standard plus one or more of the following features:

- Advanced Cache Optimization
- Akamai Instant
- Dynamic Page Caching
- Enhanced Akamai Protocol
- IP v6 Adaptation

- NetStorage (5GB)
- SureRoute for Performance

5.2   Website Acceleration – Advanced Secure. Dynamic Site Accelerator Secure – Premier includes access to the features of the Dynamic Site Accelerator Premier Service, plus one or more of the following features:

- Access Control
- Secure Content delivery
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party)

6.   Website Acceleration – Enterprise.

6.1   Aqua Ion.   Aqua Ion includes access to Akamai's network for content delivery and includes the features of Website Acceleration - Advanced plus Front End Optimization (FEO).

6.2   Aqua Ion Secure. Aqua Ion Secure includes access to Akamai's network for content delivery and includes the features of Website Acceleration - Advanced plus the following features:

- Access Control
- Secure Content delivery
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party)

7.   Mobile Acceleration – Standard.

7.1   Aqua Ion Mobile Accelerator. Akamai Services Aqua Ion Mobile is designed to accelerate web content to mobile devices. Aqua Ion Mobile only accelerates mobile sites. For an additional charge, customer may add Mobile FEO which includes all treatments available and described in FEO but are limited to mobile sites. Aqua Ion Mobile includes access to the one or more of the following features:

- Access Control
- Adaptive Image Compression
- Akamai Mobile Protocol
- Device Characterization
- Mobile Detection and Redirect
- NetStorage (5GB)
- Site and Visitor Intelligence

7.2   Aqua Ion Mobile Accelerator Secure. Aqua Ion Mobile Secure includes the features of Aqua Ion Mobile Accelerator and access to one or more of the following features:

- Secure Content delivery
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party)

8.   Website Acceleration – Enterprise.

8.1 <u>Aqua Ion</u>. Aqua Ion includes access to Akamai's network for content delivery and includes the features of Website Acceleration - Advanced plus Front End Optimization (FEO).

8.2 <u>Aqua Ion Secure</u>. Aqua Ion Secure includes access to Akamai's network for content delivery and includes the features of Website Acceleration - Advanced plus the following features:

- Access Control
- Secure Content delivery
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party)

9. <u>Mobile Acceleration – Standard</u>.

9.1 <u>Aqua Ion Mobile Accelerator</u>. Akamai Services Aqua Ion Mobile is designed to accelerate web content to mobile devices. Aqua Ion Mobile only accelerates mobile sites. For an additional charge, customer may add Mobile FEO which includes all treatments available and described in FEO but are limited to mobile sites. Aqua Ion Mobile includes access to the one or more of the following features:

- Access Control
- Adaptive Image Compression
- Akamai Mobile Protocol
- Device Characterization
- Mobile Detection and Redirect
- NetStorage (5GB)
- Site and Visitor Intelligence

9.2 <u>Aqua Ion Mobile Accelerator Secure</u>. Aqua Ion Mobile Secure includes the features of Aqua Ion Mobile Accelerator and access to one or more of the following features:

- Secure Content delivery
- SSL Network Access – (Certificates – Standard (Single-hostname), Wildcard, SAN or Third Party)

10. <u>Acceleration Services' Feature Descriptions and Terms</u>.

10.1 <u>Access Control</u>. Access Control includes access to specific metadata tags providing additional security controls governing how users connect to the Akamai infrastructure, and how the Akamai infrastructure connects to Customer's origin server(s). These metadata tags are grouped into the following categories: edge authorization, edge to origin authorization, enhanced availability, caching controls, security related controls. The majority of the Access Control metadata tags are configurable solely by Akamai, however, some of the available tags can be selected and implemented by Customer directly.

10.2 <u>Adaptive Image Compression</u>. Adaptive Image Compression is designed to detect the current network conditions between a client requests for a JPEG image from an Akamai Edge server, and may dynamically re-compress the image file according to Customer configured levels, reducing file size and assisting in faster transmission of the image file. Customer agrees to abide by all copyright, trademark, and other intellectual property laws worldwide in connection with the use of Adaptive Image Compression. Customer hereby grants permission and license, where applicable, for Akamai to copy, alter, modify, resize, crop, watermark, reformat, resave, compress, decompress, rewrite, transmit, cache, strip metadata and otherwise make derivative versions of images for

which the Adaptive Image Compression module is activated, including intermediary graphical stages which may be cached internally in image server software in addition to customary object caching at Edge servers. Customer acknowledges that due to capacity and network deployment constraints, the Adaptive Image Compression functionality may not have a positive impact on performance.

10.3 Advanced Cache Optimization. Advanced Cache Optimization enables control of the way different Web site objects are cached on Edge Platform edge servers and includes:

    10.3.1 flexible cache key that enables caching based on cookies, query strings, path parameters, path components, and other request attributes;

    10.3.2 session rewriting capabilities that make HTML pages imbedded with a session ID cacheable; and

    10.3.3 cookie handling, redirect handling, and header handling that enable the edge servers to accommodate more complex origin site configurations and function.

10.4 Akamai Instant. Akamai Instant enables designation of the next pages the Application user is most likely to select and store them on an Edge Server for improved delivery.

10.5 Akamai Mobile Protocol. Akamai Mobile Protocol includes access to certain network enhancements and transport protocol optimizations designed for mobile networks.

10.6 Basic Cache Optimization. Basic Cache Optimization provides a wide range of cache control features to help maximize the cacheability of Content including setting TTL, modifying headers, path modification and downstream caching.

10.7 Compression. Compressing Content before it is sent to the user is especially effective at reducing transfer times for HTML Content to users on slower connections; because application pages are often light on graphics, this technique can be particularly effective for improving performance of transactional Content.

10.8 Device Characterization. Device Characterization provides Customer access to the Customer Portal to activate cache key augmentation and HTTP header augmentation with characteristics drawn from a database of mobile devices. The matching mechanism to identify mobile devices at the edge, and the database of related characteristics, is defined and updated periodically by Akamai, at Akamai's sole and reasonable discretion, and Customer agrees that there are no guarantees around specific device inclusion in such mechanisms or data accuracy or breadth in the database. Customer is prohibited from accruing any device data added by Akamai to HTTP headers except in logs for Customer's internal analysis and debugging purposes. Customer is prohibited from publishing any device data added by Akamai to HTTP headers. Akamai may, without notice, make substantial and fundamental changes to the Device Characterization module that affect the handling of web traffic to Customer's digital properties, including but not limited to changes to the database, including addition and removal of devices and characteristic fields, changes to the data or relevant interpretation of the data.

10.9 Dynamic Page Caching. Dynamic Page Caching enables more granular caching, segmentation and downstream policies for content based on request criteria such as name/value pairs found in cookies, request headers and query strings.

10.10 Edge Load Balancing. Edge Load Balancing enables routing of traffic across multiple data centers with a higher degree of control and assurance than is available with DNS based global traffic management solutions alone. Edge Load Balancing combines Akamai's robust ability to manage HTTP requests at the Edge with its Global Traffic

Management platform, which maintains information about a data center's load and availability.

10.11 <u>Enhanced Akamai Protocol</u>. Enhanced Akamai Protocol provides additional TCP performance improvements with mapping enhancements and protocol optimizations within the Intelligent Platform.

10.12 <u>Enhanced Edge Platform Protocol</u>. Enhanced Edge Platform Protocol provides additional TCP performance improvements with mapping enhancements and protocol optimizations within the Edge Platform.

10.13 <u>Enterprise DNS Mapping</u>. Enterprise DNS Mapping optimizes DNS mapping by redirecting end users to the optimal Akamai edge server based on the client IP address.

10.14 <u>Enterprise Edge</u>. Enterprise Edge extends Intelligent Platform optimization via on a software based virtual appliance deployed within the application datacenter DMZ. Enterprise Edge also is capable of terminating SSL connections, setting up persistent TCP connections, and performing Web De-duplication to reduce origin traffic and load.

10.15 <u>Front End Optimization (FEO)</u>. FEO is designed to improve web page performance by modifying the page and associated embedded objects for faster rendering in the browser. FEO provides Customer with an assortment of performance optimizations that can be applied to an HTML page (or grouping thereof). An HTML page is defined as an object served with a HTTP Content-Type header of text/html.

10.16 <u>Global Traffic Management</u>. Weighed Load Balancing directs requests to live datacenters exactly in the proportion configured.

10.17 <u>InstantConfig</u>. InstantConfig enables an unlimited number of domains to be supported by a single configuration in a scalable way so multiple applications may be quickly deployed onto the Akamai Intelligent Platform. InstantConfig also provide support for identity binding and conditional processing for enhanced security and performance.

10.18 <u>IP v6 Adaptation</u>. IP v6 Adaptation enables support for IPv6 client requests for Applications in an IP v4 origin infrastructure.

10.19 <u>Mobile Detection and Redirect</u>. Mobile Detection and Redirect enables Application users to seamlessly access the mobile version of a configured Site or Application from a mobile device.

10.20 <u>On-Demand Streaming</u>. On-Demand Streaming is delivery of on demand streaming Content (Windows Media, QuickTime, and Flash).

10.21 <u>NetStorage</u>. NetStorage includes access to Akamai's network-based storage Service that may be used with Akamai's content delivery Services as an origin or source for files that are delivered across Akamai's network. The Akamai NetStorage Service includes the following restrictions and limitations:

10.21.1 The maximum size of a single storage group is 10 TB.

10.21.2 The maximum size of a file that can be uploaded to NetStorage is 25 GB.

10.21.3 The maximum number of files in any given directory is 50,000.

10.21.4 There are no guarantees regarding the number of operations per second that may be provided.

10.22 <u>Pre-fetching</u>. Pre-fetching reduces the number of long-haul round trips required to retrieve embedded Content, eliminating a major source of latency for page rendering.

10.23 <u>Secure Content Delivery</u>. Secure Content Delivery Enables secured delivery of Customer Content over the Intelligent Platform.

10.24 <u>Site Analyzer</u>. Site Analyzer includes access to Akamai's speed note network for monitoring websites and transactions; and access to the Customer Portal which includes instant check, e-mail reports and alerting.

10.25 <u>Site Failover</u>. Site Failover monitors the availability of the origin server and enable re-routing of requests when the origin is not available using one of the following options:

    10.25.1 Failover to EdgeServer –content may be served out of cache on the EdgeServer in the event of an origin failure.

    10.25.2 Failover to NetStorage – requires upload of a static site to NetStorage to be served in the event of an origin failure.

    10.25.3 Failover to alternate data center – redirect requests to an alternate data center.

10.26 <u>Site and Visitor Intelligence</u>. Site and Visitor Intelligence provides Customers with additional reporting insight and includes:

    10.26.1 URL reporting that allows Customer to obtain detailed reporting information on each configured URL. For each URL, Customer has access to traffic volume (MB delivered) and number of hits. Customer can also run reports on the top URLs by traffic volume and number of hits. URL reports can be run for HTTP Content, downloads (HTTP & FTP), and streaming services; and

    10.26.2 Visitor reporting that provides powerful reporting insight into number of unique visitors as well as top visitors. Visitor demographics can be broken down by operating system, browser, top countries, and top US states.

10.27 <u>SSL Network Access</u>. SSL Network Access is a network resource allocated to Customer for the purpose of accelerating SSL sessions with a X.509 digital certificate. Customer purchases the type of digital certificate to be included with the SSL Network Access, such as Standard (Single-Hostname), Wildcard, SAN, Extended Validation (EV), Extended Validation SAN or Third Party.

10.28 <u>SureRoute for Performance</u>. SureRoute for Performance selects an effective route between the Intelligent Platform and origin servers for optimum network performance.

10.29 <u>Transport Control Protocol (TCP) Optimization</u>. TCP Optimization tunes the parameters that govern communications between Edge Platform servers, as well as between Edge Platform servers and end users, in order to increase the performance of those connections.

10.30 <u>Web De-duplication</u>. Web De-duplication provides data differencing for objects being sent over http(s) connections by only sending the differences in objects that have already been sent from the origin and eliminating the need to resend the entire object.

11. <u>Media Delivery – Standard</u>.

11.1 <u>HD Network Solution</u>. HD Network Solution includes (i) access to the HD Client, (ii)

access to the HD Network Player Component code under the terms set forth at www.akamai.com/product/licenses, and (iii) Customer Portal access credentials for HD network for delivery of HD On Demand Streaming and/or HD Live Streaming (in Adobe Flash, Microsoft Silverlight, and/or Apple iPhone/iPad format).

11.1.1 <u>Token Authorization</u>. Token Authorization is an add-on security module for the HD Network Solution designed to help limit link sharing attacks. This security mechanism authorizes the user based on a token generated using a shared secret string. Token Authorization provides access to the Customer Portal to create an initial Token Authorization configuration for the HD Network Solution. In addition, Customer will receive token generation software development kit for supported platforms using which Customer will generate time bound tokens. The following additional terms apply to Customer's use of Token Authorization Services.

11.1.1.1 All terms and limitations of the HD Network Solution apply to use of Token Authorization;

11.1.1.2 Available for Adobe Flash platform and HTTP live streaming by Apple iPhone and iPad only; and

11.1.1.3 Protection of segmented streaming formats with Token Authorization requires the use of cookies based tokens by Customer.

11.2 <u>Player Verification</u>. Player Verification is an add-on security module for the HD Network Solution designed to help limit deep linking attacks by helping to ensure only an approved player is used to play the content delivered by the HD Network Solution. Player Verification provides access to the Customer Portal to create an initial player verification configuration for the HD Network Solution and the HD Network Player Components to be used with the player. For Apple IPhone and iPad devices, Company offers device verification capability, which helps verify that content is delivered to a registered Apple iPhone and iPad device. The following additional terms apply to Customer's use of Player Verification.

11.2.1 All terms and limitations of the HD Network Solution apply to use of Player Verification;

11.2.2 Up to 100 players may be enabled on an approved list of players provided by Customer. Adding additional players to the approved player list requires written authorization from Company;

11.2.3 Up to 100,000 Apple iPhone and iPad devices may be supported as part of device verification. The registration rate for these devices must not exceed 50 Apple iPhone and iPad device registrations per second and device verification rate must not exceed 500 device verifications per second;

11.2.4 Available for Adobe Flash platform and HTTP live streaming by Apple iPhone and iPad only; and

11.2.5 Customer must use an HD Network Player Component.

11.3 <u>Secure Media</u>. Secure Media is a security service designed to help limit stream ripping attacks. This mechanism enables Company to deliver encrypted content from an edge server all the way to the player run-time. Secure Media provides access to the Customer Portal to create an initial Secure Media configuration for the HD Network Solution. In

addition, Customer will receive HD Network Player Components to be used with the Adobe Flash player. The encryption key used to encrypt the content can be static or can be randomly generated to enable unique encryption per user session. The following additional terms apply to Customer's user of Secure Media.

11.3.1 All terms and limitations of the HD Network Solution apply to use of Secure Media;

11.3.2 Available for HTTP dynamic streaming by Adobe Flash platform and HTTP live streaming by Apple iPhone and iPad only;

11.3.3 Requires Adobe Flash Player 10.1 or later for Adobe Flash platform;

11.3.4 Customer must use an HD Network Player Component; and

11.3.5 Customer is responsible for securing the static encryption key. Optionally, access to an alternative encryption key can be secured using Token Authorization and keys can be delivered over SSL to the player, when supported by the client environment.

11.3.6 The level of encryption may impact playback performance depending on the Customer system. Currently supported algorithms are AES-128 bit and RC4. Partial encryption, based on a percentage of the payload to be encrypted, is also supported.

11.4 Secure Media Transport. Secure Media Transport is security product designed to help limit stream ripping attacks. This mechanism enables Company to deliver media content over HTTPS (HTTP + SSL/TLS) to players. Secure Media Transport provides access to the Customer Portal to create an initial Secure Media Transport configuration for the HD Network Solution. The following additional terms apply to Customer's user of Secure Media Transport.

11.4.1 All terms and limitations of the HD Network Solution apply to use of Secure Media Transport;

11.4.2 Available for Adobe Flash platform only;

11.4.3 Customer utilizing server-side SSL must use Akamai wildcard certificates;

11.4.4 Customer acknowledges that Customer's content is not protected at rest or while in cache; and

11.4.5 SSL Encryption may impact playback performance, depending on the client system, and Customer acknowledges that the SSL connection terminates at the browser.

11.5 Media Analytics. Media Analytics is a suite of analytic products including Audience Analytics, QoS Monitor, and Server Side Analytics modules. The Media Analytics Services include Customer Portal access credentials to the analytics platform for media, with support for both server-side and/or client-side data sources, as selected by Customer. Depending on which Media Analytics support is ordered by Customer, either or both of the following may apply.

11.6 Audience Analytics. Audience Analytics includes access to dashboards and reports to understand and analyze media consumption and audience behavior via the Customer Portal. Audience Analytics aggregates data from client side data sources. Audience

Analytics was also known as Media Analytics in previous versions of the Media Analytics product.

11.7 <u>QoS Monitor</u>. QoS Monitor includes access to the real time quality of service monitoring portion of the Media Analytics platform. QoS Monitor provides quality of service trends across various dimensions including time, geography, format, ISP, city, etcetera. QoS Monitor aggregates data from client side data sources. Customer shall not require the QoS Monitor Service to track greater than 50,000 concurrent viewers at any point in time or more than 1 million plays within a single 60-minute period.

11.8 <u>Server Side Analytics</u>. Server Side Analytics includes access to dashboards and reports to understand and analyze media consumption and audience behavior via the Customer Portal. Audience Analytics aggregates data from server side data sources. Server Side Analytics was also known as Media Analytics in previous versions of the Media Analytics product.

12. <u>Internet Security – Standard</u>.

12.1 <u>Kona Site Defender</u>. Kona Site Defender is designed to improve the security posture of Customer's Sites and reduce the likelihood and impact of security events by mitigating attacks at the network edge. Kona Site Defender includes configurable functionality designed to help protect Customer Sites by reducing the risk and impact of attacks at the network and application layers. It provides request rate control protections to mitigate the risk of Denial of Service and Distributed Denial of Service as well as common attack methodologies such as SQL Injection, Cross-Site Scripting, trojan backdoors, and malicious bots. It provides tools that enable the definition and enforcement of security policy specific to client IP, HTTP method and other request parameters. Kona Site Defender also provides protection from burst charges associated with unexpected or malicious traffic spikes. Kona Site Defender includes Web Application Firewall, Origin Cloaking (formerly known as Site Shield), Site Failover, Access Control, Security Monitor and DDoS Fee Protection.

13. <u>Optional Add On Services for Application Acceleration Services</u>.

13.1 <u>Advanced Cache Optimization (or Control)</u>. Advanced Cache Optimization (or Control) includes access to optimization features that help in improving the cacheability of complex content on Akamai edge servers.

13.2 <u>Content Targeting</u>. Content Targeting includes access to specific metadata tags providing IP based information of end users connecting to the Akamai network. With the Content Targeting module, the following attributes can be identified based on IP: country code, region code, network code, network type, device type, city, marketing area, metropolitan statistical area, primary metropolitan statistical area, area code, latitude, longitude, country, time zone, zip code, and connection speed.

13.3 <u>China CDN</u>. China CDN Services provide enhanced performance to Customer's users in China through Edge servers deployed on networks in locations surrounding mainland China (RIM).

13.4 <u>EdgeConnect</u>. EdgeConnect Cloud Monitor is a data API for monitoring the activity of Internet applications delivered through the Akamai network. Customer shall receive a single data feed. The set of data that may be viewed shall be determined by a single Customer-selected EdgeConnect Cloud Monitor data schema with a defined set of fields.

13.4.1 The following additional component is available with the EdgeConnect Cloud

Monitor if specified on a Service Order:

13.4.1.1   EdgeConnect Performance Metrics. EdgeConnect Performance Metrics provides access to performance statistics, in addition to Edge Connect Cloud Monitor activity, associated with applications being delivered through the Intelligent Platform.

13.4.1.2   EdgeConnect Cloud Monitor is only available to Customer if Customer also has one of the following Akamai Services:

- Web Application Accelerator
- Terra Alta Enterprise Accelerator
- HTTP Downloads
- Dynamic Site Accelerator (or Premier)
- Kona Site Defender

13.5   Edge Tokenization Module. Edge Tokenization Module includes access to Akamai's edge tokenization functionality that provides a way to replace Card Information with a token provided by Customer's third party payment gateway partner supported by Akamai (as used herein, the "Payment Gateway Partner") as part of a Secure Web Transaction, typically for a shopping or account access operation. The Payment Gateway Partner will provide the token generation and credit card storage services, and Akamai shall not be responsible for the delivery of such services. The Edge Tokenization Module intercepts Secure Web Transactions which include Card Information; securely forwards the Card Information to the Payment Gateway Partner via Akamai's SSL Network, obtains the token from the Payment Gateway Partner and replaces the Card Information with the token, which shall be provided to Customer.

13.5.1 Edge Tokenization Limitations and Requirements:

13.5.1.1   The Edge Tokenization Module is restricted to replacing Card Information for only those Secure Web Transactions that are identified via a URL, web page or other means in the applicable Edge Tokenization Module configuration.

13.5.1.2   Akamai shall only work directly with the applicable Payment Gateway Partner and/or disclose relevant Cardholder Data of user's to the Payment Gateway Partner on behalf of and for the benefit of Customer and/or the applicable user and/or as necessary to provide the Services.

13.5.1.3   Customer shall provide Akamai with account credentials for the payment processor and/or payment gateway that are limited to permissions for validation of Card Information and token creation only and that do not allow Akamai to view, modify, or retrieve Card Information via API or other method once the Card Information has been converted into a token.

13.5.1.4   Customer shall configure and maintain its Akamai metadata so as not to cache nor store any Card Information via Akamai NetStorage.

13.5.1.5   Customer agrees that, in using Services, it will only transmit Card Information over the Akamai SSL network via no other Akamai network.

13.5.1.6   Customer will not provide Akamai with Card Information outside the use of the Akamai SSL network, whether through urls, cookies, logging, queries or any other means.

13.5.1.7   The Edge Tokenization Module is only available in conjunction with Customer's use of Akamai's Dynamic Site Accelerator, Dynamic Site Delivery, Rich Media Accelerator and Web Application Accelerator Services.

13.5.1.8   The Edge Tokenization Module does not provide any functionality for Customer's self-service configuration and reporting on the Customer Portal.

13.5.1.9   Use of the Edge Tokenization Module does not guarantee compliance with the PCI Standard. Such determination can only be made directly between Customer and its applicable compliance auditors.

13.5.1.10   Akamai expressly disclaims all representations and warranties regarding any Payment Gateway Partner's services, including, without limitation, whether such services comply with the PCI Standard or other security standards. Akamai shall have no liability for any breach or unauthorized access to or use of Customer data resulting from the Payment Gateway Partner's services or software.

13.6   Enhanced DNS ("eDNS"). eDNS includes up to up to 25,000 records per zone, and up to five (5) Thps or 50 Mbps of peak DNS traffic. Delivery of the Enhanced DNS Service shall be evidenced by the provisioning of portal access credentials to Customer. Customer shall be billed an overage fee at a rate noted on the transaction document per Thps for monthly DNS traffic over five Thps or at a rate noted on the transactions document per MB for DNS traffic over 50 Mbps.

13.6.1   DNSSEC. DNSSEC is a protocol extension that works by digitally signing answers to DNS lookups using public key cryptography. Two add-on DNSSEC modules are available with the eDNS service:

13.6.1.1   Sign and Serve DNSSEC. This module allows Akamai to transfer unsigned zone from Customer's hidden master server. Akamai maintains the keys and signs the Customer zone, re-signing automatically as necessary. Akamai will generate a new key signing key once every year but to complete the rotation action is needed by Customer.

13.6.1.2   Serve DNSSEC. This module is for Customers who have already implemented DNSSEC, and would like Akamai to serve the signed zone.

13.6.2   Primary DNS. Primary DNS is an optional module for eDNS that will allow Akamai to host Customers' DNS zones as the master authority name server. The module will include access for Customers to configure their DNS records and zones via the Luna Control Center and APIs.

13.7   Front-End Optimization. Akamai Services Front-End Optimization (FEO): Front-End Optimization is designed to improve web page performance by modifying the page and associated embedded objects for faster rendering in the browser. FEO provides

Customer with an assortment of performance optimizations that can be applied to an HTML page (or grouping thereof). An HTML page is defined as an object served with a HTTP Content-Type header of text/html.

13.8   Global Traffic Management ("GTM" or "FirstPoint"). Customer shall not combine the GTM Service with any Third Party accelerated content delivery service similar to EdgeSuite Delivery without the prior written consent of Akamai. Traffic policies based on CIDR mapping are subject to Akamai approval. Customer is limited to 100 Digital Properties under management and up to five (5) Thps of peak DNS traffic. Customer shall be billed an overage fee at a rate noted on the Service Order per Thps for monthly DNS traffic over five Thps or at a rate noted on the transactions document per MB for DNS traffic over 50 Mbps.

   13.8.1 IPv6 for Global Traffic Management adds two pieces of functionality to the GTM Service:

      13.8.1.1   GTM will support AAAA-only properties, which respond to AAAA record DNS requests with IPv6 addresses, and no answer for A record DNS requests. AAAA-only properties can be of any type except Performance Plus. Server liveness tests will be performed over IPv6.

      13.8.1.2   GTM will support a new property type called "IP Version Selector". Such a property will require two properties in the same domain as traffic targets: an A-only property to answer A requests, and a AAAA-only property to answer AAAA requests. This property type is suitable for managing a dual stack Site.

   13.8.2 GTM will support "A-only" properties, which respond to A record DNS requests with IPv4 addresses and no answer for AAAA record DNS requests. No domain name service will be provided over IPv6 (i.e. all A or AAAA requests must go over IPv4).

13.9   InstantConfig. InstantConfig allows management of multiple unique domains for non-secure (HTTP) traffic. Customer must CNAME its wildcard domains and hostnames to the Akamai CNAME that enables InstantConfig capabilities. Customer will be responsible for any automation and workflow/ coordination to successfully deploy 3rd party CNAMEs. Standard aggregate traffic reporting features are unchanged and there is no detailed reporting for InstantConfig traffic. Detailed reporting is the responsibility of Customer with the purchase of Akamai Log Delivery Service. Enhanced cache control is not available with InstantConfig and Customer may have to translate purge requests as guided by Akamai. InstantConfig is available only with Akamai Cloud Catalyst, Alta Enterprise Accelerator and DSA Services.

13.10   NetStorage. NetStorage includes access to Akamai's network-based storage Service that may be used with Akamai's content delivery Services as an origin or source for files that are delivered across Akamai's network. The Akamai NetStorage Service includes the following restrictions and limitations:

   •   The maximum size of a single storage group is 10 TB.
   •   The maximum size of a file that can be uploaded to NetStorage is 25 GB.
   •   The maximum number of files in any given directory is 50,000.
   •   There are no guarantees regarding the number of operations per second that may be provided.

13.11   NetStorage File Manager. NetStorage File Manager includes access to functionality on

the Customer Portal for uploading and management of Customer data in NetStorage.

13.11.1 Signiant Module. Signiant Module includes access to the use of Signiant products for uploading Customer data into NetStorage. Customer acknowledges and agrees that in the event Customer elects to utilize content delivery networks other than Akamai for their content delivery needs, then Akamai shall have a corresponding right to discontinue provision of the Signiant Module Services, at its sole and reasonable discretion.

13.11.2 NetStorage Ireland Feature. The NetStorage Ireland feature allows Customers to use Edge Platform storage facilities for Content storage and delivery from a primary location in Ireland. Content is replicated to one (1) other storage location as a backup. If the primary location in Ireland is unavailable, content is uploaded to or downloaded from the backup storage location.

13.11.3 Customer may choose a monthly commitment measured in GB used. Customer's actual usage will be determined using the 95th Percentile Method and rounded up to the next whole GB.

13.11.4 Select Acronyms/Definitions. GB: gigabyte(s). One (1) GB is equal to 1,000 MB.

13.12 Site Analyzer. Site Analyzer includes access to Akamai's speed note network for monitoring websites and transactions; and access to the Customer Portal which includes instant check, e-mail reports and alerting.

13.13 Site Failover. Site Failover includes functionality for in-metadata failover. In the event that the origin Site becomes unavailable, Site Failover can be used to achieve one of the following actions (a) serve what is in cache, (b) serve content from NetStorage, or (c) regenerate request to another datacenter.

14. Optional Integration Services for Application Acceleration Services.

14.1 Standard Integration. Standard Integration provides integration of the applicable Akamai Service(s) as set forth on the associated Service Order. Standard Integration includes the following:

14.1.1 Telephone support to
14.1.1.1 conduct a training session for Akamai's online tools for configuration management, reporting, and troubleshooting, and
14.1.1.2 answer specific implementation questions.

14.1.2 E-mail and/or web conferencing support to assist Customer with the activation process.

14.1.3 Standard Integration Services are provided at mutually agreed upon dates and times during normal business hours (i.e., 9:00 am to 5:00 pm Customer local time). Standard Integration Services do not include in-person meetings at Customer's facilities by Company or its vendor's personnel.

14.2 Managed Integration. Managed Integration provides support with the complete design and integration of Akamai Service(s) as set forth on the associated Service Order. Professional services assists with planning for the Akamai Service(s) to address specific technology requirements and business processes, and manage all stages of the

implementation. Managed Integration includes the following:

    14.2.1 Project Management, communication – escalations throughout the integration
    14.2.2 Project Schedule
    14.2.3 Implementation Plan
    14.2.4 Configuration Test Plan
    14.2.5 EdgeControl portal overview

14.3   The following Customer responsibilities must be fulfilled to enable professional services delivery of Managed Integration:

    14.3.1 Customer agrees to reasonable additional fees for travel and living related expenses for Company's vendor Akamai's technical team.

    14.3.2 Customer shall provide a single point of contact as well as a backup point of contact, authorized and accountable for representing Customer in communicating technical requirements and giving approval for the project milestones and schedule.

    14.3.3 Customer shall provide technical resources to answer any technical questions that Company personnel may have regarding the requirements and deliverables in a timely manner.

    14.3.4 Customer will be responsible for coordinating and managing any changes to their infrastructure that may be required for integration as referenced in the applicable Service Order.

    14.3.5 Customer will be responsible for conducting functional testing via Company for all web properties referenced in the applicable Service Order prior to going live on the platform.

    14.3.6 Customer agrees that only the web properties referenced in the applicable Service Order are in scope for this Service.

14.4   Managed Integration Services are provided via phone, email and/or web conferencing at mutually agreed upon dates and times during normal business hours (i.e., 9:00 am to 5:00 pm Customer local time). Off-hours support must be requested in advance by Customer no fewer than ten (10) business days prior to the date at which point Company will assess the request to determine if the request can be accommodated and if any additional fees are required to fulfill the request. Managed Integration Services are not available for web properties that require custom user client, other than standard web browsers. During the term of the applicable Service Order, Customer may use any deliverables and work products provided in conjunction with the delivery of Managed Integration Services; provided however, Akamai retains all rights in such deliverables and work products created. If the scope of Customer's requirements changes during the course of the project, a separate Service Order may be required.

15.   Optional Support Services for Application Acceleration Services. If specified on a Service Order, Company will provide Premium or Priority Support Services to assist Customer with ongoing steady state support of the Akamai Services.

15.1   Standard Support Services. Application Acceleration services are supported by a comprehensive integration and support program. This program is designed to support Customer throughout their customer experience with Company Terremark, from initial assessment to ongoing support and maintenance. Company Terremark provides 24

hour a day support; 365 days a year. Standard support is provided with the cost of the service, and Priority and Premium support options are available for additional fees.

15.2   <u>Standard Support</u>. Standard Support is included with all Application Acceleration Services unless otherwise set forth on the applicable Transaction Document, Company's Standard Support includes access to all of the following:

- Self-service configuration tools
- Pooled technical support account team
- Standard Initial Response Times
- Two (2) hours or less for P1 issues
- Four (4) hours or less for P2 issues
- Two (2) business days or less for P3 issues
- All Support Requests reported via e-mail will be considered as P3
- Live support during regular business hours for P2 and/or P3 issues
- Live 24x7X365 support for P1 issues
- Online troubleshooting/diagnostic tools
- Up to 15 Support Requests per year across all Application Acceleration Services

15.3   <u>Priority Support Services</u>. For Priority Support Services, Company will provide Standard Support Services as described above, plus Akamai will provide:

15.3.1 A named support team;

15.3.2 Priority case handling with improved response times above Standard Support;

15.3.3 Quarterly business reviews;

15.3.4 Up to 150 Support Requests per year for the Akamai Services. An allocation of additional Support Requests may be obtained under a separate Service Order at an additional cost. Unused Support Requests may not be carried over to subsequent years. Customer will not receive credits or refunds for unused Support Requests; and

15.3.5 Up to two (2) seats per year in instructor-led Akamai Services training courses as scheduled by Company's vendor Akamai, and located at a Company-specified training facility. Seats may be used for attendance in the same course, or separately in different courses. Customer is responsible for all travel and related expenses to attend the training course. Unused seats may not be carried over to subsequent years, and Customer will not receive credits or refunds for unused seats.

15.4   <u>Premium Support Services</u>. For Premium Support Services, Akamai will provide Priority Support Services as described above, plus:

15.4.1 Premium case handling with improved response times above Priority Support;

15.4.2 Proactive service monitoring;

15.4.3 An opportunity for priority participation in beta programs for Akamai Services;

15.4.4 Up to forty (40) professional services hours per month. Unused professional services hours may not be carried over to subsequent months. Customer will not receive credits or refunds for unused professional services hours.

15.4.5 Unlimited seats per year in instructor-led Akamai Services training courses subject to availability of courses and seats, as scheduled by Company's vendor Akamai, and located at a Company specified training facility. Customer is responsible for all travel and related expenses to attend the training course;

15.4.6 Unlimited Support Requests for the Akamai Services; and

15.4.7 Up to two (2) consecutive days of custom on-site training per year to be held during mutually agreed upon days and hours. Unused custom on-site training allocations may not be carried over to subsequent years. Customer will not receive credits or refunds for unused professional services hours.

16. <u>Optional Managed Services for Application Acceleration Services</u>.

16.1 <u>Web Application Accelerator Service Management</u>. Web Application Accelerator Service Management provides ongoing optimization and tuning of Web Application Accelerator services. Includes the following:

16.1.1 Perform a technical review of existing Web Application Accelerator configurations and make recommendations for improvement. Reviews are to be performed up to two (2) times per year, for up to two (2) Web Application Accelerator Application configurations included in each review.

16.1.2 A monthly allocation of ongoing professional services to perform updates to existing Web Application Accelerator configurations. The number of hours allocated shall be specified in a Service Order. Unused professional services hours may not be carried over to subsequent months. Customer will not receive credits or refunds for unused professional services hours.

16.2 <u>Dynamic Site Accelerator Service Management</u>. Dynamic Site Accelerator Service Management provides ongoing optimization and tuning of Dynamic Site Accelerator services. Includes the following:

16.2.1 Perform a technical review of existing Dynamic Site Accelerator configurations and make recommendations for improvement. Reviews are to be performed up to two (2) times per year, for up to two (2) Dynamic Site Accelerator Site configurations included in each review.

16.2.2 A monthly allocation of ongoing professional services to perform updates to existing Dynamic Site Accelerator configurations. The number of hours allocated shall be specified in a Service Order. Unused professional services hours may not be carried over to subsequent months. Customer will not receive credits or refunds for unused professional services hours.

16.3 <u>Site Defender Service Management</u>. Site Defender Service Management provides ongoing optimization and tuning of the Site Defender configuration. Includes the following:

16.3.1 Perform a technical review of existing Site Defender configurations and Site Defender log files and make recommendations for improvement. Reviews are to be performed up to two (2) times per year.

16.3.2 A monthly allocation of ongoing professional services hours to perform updates to existing Site Defender configurations. The number of hours allocated shall be specified in a Service Order. Unused professional services hours may not be carried over to subsequent quarterly periods. Customer will not receive credits or refunds for unused professional services hours.

16.4 <u>Service Management</u>. Service Management provides ongoing optimization and tuning of

the Akamai Services. Includes the following:

16.4.1 Perform a technical review of existing Akamai Services configurations and make recommendations for improvement. Reviews are to be performed up to two (2) times per year.

16.4.2 A monthly allocation of ongoing professional services hours to perform updates to existing Application Acceleration Service configurations. The number of hours allocated shall be specified in a Service Order.   Unused professional services hours may not be carried over to subsequent months. Customer will not receive credits or refunds for unused professional services hours.

16.5   Enterprise Service Management. Enterprise Service Management provides ongoing optimization and tuning of the Akamai Services.   Enterprise Service Management includes the following for up to two (2) Sites, Application or download configurations. One (1) Site, Application or download configuration typically corresponds to one Akamai metadata configuration. If multiple hosts share a single Akamai configuration and origin infrastructure, they will be treated as one Application for the purpose of the review.

16.5.1 Perform a technical review of existing Akamai Services configurations and make recommendations for improvement. Reviews are to be performed up to two (2) times per year.

16.5.2 Document and present findings and recommendations.

16.5.3 A monthly allocation of ongoing professional services to perform updates to existing Akamai Service configurations. The number of hours allocated shall be specified in a Service Order. Unused professional services hours may not be carried over to subsequent months. Customer will not receive credits or refunds for unused professional services hours.

16.6   Web Application Firewall Service Management. Web Application Firewall Service Management provides ongoing optimization and tuning of the Web Application Firewall configuration. Includes the following:

16.6.1 Perform a technical review of existing Web Application Firewall configurations and Web Application Firewall log files and make recommendations for improvement. Reviews are to be performed up to two (2) times per year.

16.6.2 A quarterly allocation of ongoing professional services hours to perform updates to existing Web Application Firewall configurations.   The number of hours allocated shall be specified in a Service Order. Unused professional services hours may not be carried over to subsequent quarterly periods. Customer will not receive credits or refunds for unused professional services hours.

16.7   Download Service Management. Download Service Management provides ongoing optimization of Akamai download services. Includes the following:

16.7.1 Download Manager User Interface (UI) consulting for one hostname per month.

16.7.2 Download Analytics consulting and reporting review.

16.7.3 A monthly allocation of ongoing professional services hours to perform updates to existing Akamai download services configurations. The number of hours allocated shall be specified in a Service Order. Unused professional services hours may not be carried over to subsequent months. Customer will not receive

credits or refunds for unused professional services hours.

17. Optional Professional Services for Application Acceleration Services. Akamai professional services team works closely with Customer to assess their current infrastructure, co-design an efficient, reliable site delivery infrastructure, and help integrate existing applications with the Web Application Accelerator service, working in four phases: Assessment; Design and Planning; Implementation; and Testing.

17.1 Deployment and Optimization Solution Architects, Technical Project Managers, and Engineers work in tandem with Customer to facilitate knowledge transfer, result-driven project management, and on-time delivery.

17.2 Hourly Fee Based Services. Company Terremark may, depending on availability of subject matter expertise, provide advanced consultations and recommendations for the services offered. Advanced consultations are billed per hour with a 1 hour minimum. A discovery form should be completed and submitted to ecsupport@terremark.com 1 business day prior to the commencement of the consultation session.

17.3 Advisory Services. Technical Advisory Services provides dedicated business and technology services for consultation, operations management and preventive issue management.

17.3.1 The following types of support are available with Technical Advisory Services:

17.3.1.1 Pre and Post sales technical consultation.

17.3.1.2 Strategic project planning through ongoing engagement.

17.3.1.3 Quarterly business reviews.

17.3.2 A monthly allocation of Technical Advisory Services hours are included as specified on a Service Order. Unused Technical Advisory Services hours may not be carried over to subsequent months. Customer will not receive credits or refunds for unused Technical Advisory Services hours.

17.3.3 Technical Advisory Services are available during standard business hours in the following geographies:

- North America (GMT -05:00 ET) 9:00AM to 9:00PM
- Europe (GMT) 9:00AM to 5:00PM
- Asia-India (GMT +05:30) 9:00AM to 6:00PM
- Asia-Japan Singapore (GMT +08:00) 9:00AM to 6:00PM

17.4 Enterprise Committed Hours. Committed Hours provides a committed allocation of professional services hours, as set forth on the applicable Service Order, which may be used to integrate new or modify existing Akamai Service configurations.

17.4.1 Modifications may include, but are not limited to:

17.4.1.1 Maintaining caching rules to maximize offload,

17.4.1.2 on-going updates to optimize site performance,

17.4.1.3 up-to-date logging configuration.

17.4.2 If required for specific Customer requests, the following Customer responsibilities must be fulfilled by Customer in order to enable professional services delivery of Committed Hours:

17.4.2.1 Customer shall provide a single point of contact as well as a backup point of contact, authorized and accountable for representing Customer in communicating technical requirements and giving approval for the project milestones and schedule.

17.4.2.2 Customer shall provide technical resources to answer any technical questions that Company personnel may have regarding the requirements and deliverables in a timely manner.

17.4.2.3 Customer will be responsible for coordinating and managing any changes to their infrastructure that may be required for integration as referenced in the applicable Service Order.

17.4.2.4 Customer will be responsible for conducting functional testing via Company for all web properties referenced in the associated Service Order prior to going live on the platform.

17.4.3 Committed hours are provided via phone, email and/or web conferencing at mutually agreed upon dates and times during normal business hours (i.e., 9:00 am to 5:00 pm Customer local time). Off-hours support must be requested in advance by Customer no fewer than twelve (12) business days prior to the date at which point the request will be assessed to determine if the request can be accommodated and if any additional fees are required to fulfill the request.

17.4.4 To effectively manage professional services resources, up to 40 hours of time shall be planned for any given month during the term of the Contract. Should more than 40 hours be required in any given month, Customer must request additional Committed Hours at least seventeen (17) business days prior to the beginning of the month for which those additional hours are requested.

17.5 Packaged Solutions. Professional services consulting engagements with predefined scope and purpose.

17.5.1 Architecture Assessment. The Architecture Assessment package is a consulting engagement designed to help customers optimize their current online business environment and any planned enhancements, and maximize ROI with Akamai Services. The package includes:

17.5.1.1 Two (2) day onsite workshop with key Customer associates such as Architects, Users and Business Experts;

17.5.1.2 Review of existing Akamai Service configurations; and

17.5.1.3 Assessment report detailing outcome of analysis and recommendations.

17.6 Performance Assessment. The Performance Assessment package is a consulting engagement designed to provide Customer with a view into the performance of a Site as experienced by visitors by investigating various components related to Internet performance and browser performance. The package includes:

17.6.1 A performance test plan outlining parameters professional services will measure;

17.6.2 A scope document describing the site elements being tested;

17.6.3 Performance testing conducted with the Akamai Multipage Site Analyzer; and

17.6.4 Assessment report detailing outcome of analysis and recommendations.

17.5 <u>Event Support Services</u>.

17.5.1 On Call Event Support provides access to an event coordinator who will:

- Engage with Customer's IT team prior to the event to assess infrastructure and business process readiness.
- Review Customer's Akamai configuration and recommend improvements.
- Devise contingency plans and escalation procedures.
- Advise on the creation of appropriate event alerts.

17.5.2 During the event, Customer will have access to a named representative from the support team to contact for expedited issue resolution.

17.6 <u>Live Event Support</u>. Live Event Support provides all the features of On Call Event Support, plus the following:

- Company will fully manage the implementation of any configuration updates identified in the review phase.
- Access to selected analytics solutions for a limited period, to monitor Customer's event performance and check for delivery degradation.
- A comprehensive post-event report that documents key traffic metrics and summarizes root cause and resolution for any issues during the event.

17.6.1 For the duration of the event, Customer will have access to a named support representative on call or via a live phone bridge.

18. <u>Akamai University</u>.

18.1 <u>Akamai University</u>. Instructor-led classroom courses to provide hands-on training designed to help Customer extract the most value from the Akamai Services. Targeted at web developers, IT managers, and those responsible for Web operations, these courses enable them to increase their knowledge of the Edge Platform and how to use it most effectively.

18.2 Topics covered may include:

- Creating and deploying configurations for the Web Application Accelerator, Dynamic Site Accelerator, and Media Delivery services.
- Troubleshooting web and streaming issues using the EdgeControl portal.
- Optimizing site and application offload, scalability, and performance.

IV. RATES AND CHARGES:

1. Charges for Application Acceleration Services are set forth on Service Order Form(s) (the "Charges"). Charges begin accruing and Customer will pay for Application Acceleration Services beginning on the date that Customer begins using Application Acceleration Services on a production basis, as determined by Company. To the extent that there is more than one Operational Date (the "Operational Date") for the Application Acceleration Services, Charges

will begin accruing and Customer will pay for Application Acceleration Services beginning on the related service specific Operational Date.

2. Paper Invoice Charge applies.

3. Convenience Payment Charge applies.

V. TERMS AND CONDITIONS: In addition to the Online Master Terms - Terms and Conditions of Service, the following apply:

1. Application Acceleration Services. The following terms and conditions apply to Application Acceleration Services:

1.1 Renewal Term. Upon expiration of the Service Commitment, the term of this Application Acceleration Services will renew automatically on a month-to-month basis until either party terminates the Application Acceleration Services by providing thirty (30) days' prior written notice of termination to the other party.

1.2 Termination. Upon the termination of this Application Acceleration Services for any reason, Customer will pay to Company all charges owing to Company for the Akamai Services as of the termination date plus an amount equal to the monthly base fee and the committed usage charges as applicable for the Application Acceleration Services for the remainder of the Service Commitment.

1.3 Intellectual Property Rights. Customer acknowledges that the Application Acceleration Services constitute proprietary and confidential information and trade secrets which are the sole and exclusive property of Company or its vendors or such vendor's licensors and that the Application Acceleration Services are or may be protected by patent, copyright, trade secret and/or similar laws and certain international treaty provisions. Customer further acknowledges that this Application Acceleration Services does not transfer or convey to Customer, or any third party, any right, title or interest in or to the Application Acceleration Services, or any associated intellectual property rights throughout the world, but rather provides only a limited right to use, revocable in accordance with the terms of this Application Acceleration Services.

1.4 Assignments and Novations. Customer acknowledges and agrees that Company may, subject to Company's vendor's consent, assign or novate the Application Acceleration Services to such vendor in the event of the expiration or termination of Company's reseller agreement with such vendor or any other circumstances that ceases Company's rights to resell Application Acceleration Services. Company will notify Customer of such an event.

1.5 Indemnity by Customer. Customer will defend, indemnify and hold harmless each Indemnified Party from and against any and all damages, costs, liabilities, and expenses (including court costs and reasonable attorney's fees) to which an Indemnified Party becomes subject in connection with any third party claims, suit or proceeding (including Company's vendor claims, suit and proceeding against Company) related to: (a) any Customer Content; (b) Customer web sites(s) (including, without limitation, any activities or aspects thereof and commerce conducted thereon); (c) any violation of the vendor's Use Policy; (d) any illegal, fraudulent or unauthorized use of the Application Acceleration Services; and (e) Customer's willful misconduct. With respect to such claim, suit or proceeding, the relevant Indemnified Party will: (x) promptly (and in any event no later than fifteen (15) business days after becoming aware of such claim, suit or proceeding) notify Customer, in writing, of the claim, suit or proceeding, or the threat of such claim, suit or proceeding; (y) at Customer's reasonable request and expense, provide Customer with reasonable assistance for the defense of such claim, suit or proceeding;

and (z) defer to Customer to have sole control of the defense of such claim, suit or proceeding and all negotiations for settlement or compromise, except that Customer will not settle or compromise such claim, suit or proceeding without prior written consent of the relevant Indemnified Party, which consent will be unreasonably withheld or delayed.

    1.6   <u>Right to Audit</u>. Customer acknowledges and agrees that Company's vendor or any independent third party auditor (subject to confidentiality restrictions/obligations) will have the right to access Company records pertaining to this Application Acceleration Services, and the applicable rates and fees hereunder, for so long as Company and Company's vendor maintain their Reseller Agreement and for a period of six (6) months thereafter. By purchasing Application Acceleration Services Customer provides its consent to enable Company's vendor or any independent third party to audit any records pertaining to this Application Acceleration Services, including the terms and conditions of this Application Acceleration Services.

2.   <u>Customer Content</u>.

    2.1   Customer is responsible for and assumes all liabilities arising out of or related to Customer Content. Customer and Customer Content must comply with Company's vendor Use Policy and all applicable laws, regulations and ordinances. In the event Customer is or becomes aware that Customer or any Customer Content actually or allegedly: (a) violates or infringes upon the intellectual property or other rights of any third party; (b) contains any libelous, defamatory, pornographic or obscene material; (c) violates any laws, regulations, ordinances or rules applicable to Customer Content (including, without limitation, the vendor's Use Policy); or (d) breaches any provisions of this Application Acceleration Services (each, an "Incident"), Customer will promptly notify Company and its vendor in writing and promptly take all steps necessary to stop and remedy such Incident, including, without limitation, removing Customer Content from its origin server, removing the URL/tab from Customer Content, and otherwise preventing Customer Content from being routed to or passed through the vendor's network. If Customer fails to perform any of the foregoing, Company may immediately suspend any of the Application Acceleration Services to Customer and/or terminate this Application Acceleration Services upon 10 days written notice. Notwithstanding anything herein to the contrary, if Company becomes aware that Customer or Customer Content is in violation of the vendor's Use Policy, applicable laws, regulations or ordinances, or otherwise in breach of this Application Acceleration Services, then Company reserves the right to refuse to provide Application Acceleration Services to Customer, to take steps to prevent any Customer Content from being routed to, passed through or stored on or within the Vendor's network, or take other necessary action as set forth in the vendor's Use Policy. Further, if Company is or becomes aware of an Incident, then Company will notify Customer of such Incident, and Company has the right to (x) take steps necessary, and/or assist its vendor in taking steps necessary, to stop and remedy such Incident, including, without limitation, removing Customer Content from its origin server, removing the URL/tab from Customer Content, and otherwise preventing Customer Content from being routed to or passed through the vendor's network, (y) suspend the Application Acceleration Services or any other services provided by Company to Customer until Customer stops and remedies such Incident, and/or (z) terminate this Application Acceleration Services upon 10 days written notice if Customer has not remedied such Incident within five (5) days of Company's request to do so.

    2.2   Customer, not Company, has sole and exclusive control over the content provided by Customer or retrieved via Customer's website that resides on the hardware located at the Smart Center.

2.3   Customer will promptly and thoroughly respond to any notices that the Customer Content violates the Digital Millennium Copyright Act, 17 U.S.C Section 101 et. Seq. ("DMCA") or any other law, rule or regulation.

2.4   <u>No Bailment Over Customer Content</u>. Customer acknowledges and agrees that this Application Acceleration Services does not create a bailment of Customer Content and neither Company nor its vendor will be deemed a carrier, bailee or warehouseman of any Customer Content under any circumstances.

3.   <u>HD Network Solution Terms</u>. Company shall not be required to provide more than 50 Gbps of peak bandwidth throughput. Company reserves the right to require that Customer make certain technical configuration changes, which may impact links, URLs or embedded Adobe Flash, Microsoft Silverlight, and/or Apple iPhone/iPad files deployed by Customer. Company will provide Customer with reasonable advance notification of any such required changes. Customer will be solely responsible for any possible disruption of the Service resulting from its failure to comply with the requested changes. Company may, at its sole discretion, utilize the Akamai NetSession Interface to provide a portion of the delivery Services to Customer.

4.   <u>Kona Site Defender Terms.</u>

- Customer acknowledges and agrees that Kona Site Defender does not prevent or eliminate all attacks. Company does not warrant or guarantee that Kona Site Defender will detect and mitigate all possible attacks and/or threats.
- Kona Site Defender provides protection for only those digital properties associated with the applicable Service contractually associated with Kona Site Defender.
- Customer is required to provide Company the URL(s) and/or domain(s) to be covered by Kona Site Defender. Customer sites covered by Kona Site Defender shall be limited as outlined in the Agreement.
- Customer agrees to provide an escalation matrix including a minimum of three (3) contacts that Company may need to reach during suspected attacks. Contact information must include name, email address and mobile phone information and be updated by Customer as applicable.
- Customer agrees that Company may capture relevant service-specific session information for purposes of identifying the source of DDoS traffic.
- Company is not responsible for any Customer action or non-action that might result in Service disruption, availability issues or performance degradation.
- Company reserves the right to charge Customer for usage fees associated with traffic bursts or increased usage resulting from Customer actions.
- Any requests that are not directly related to Customer's use of the Akamai platform or extended use thereof, and are not related to the preparation or mitigation of malicious security events, shall be considered outside of the scope of this Service.
- Company recommends that all customers maintain appropriate security controls on their origin server(s).

5.   <u>China CDN Terms</u>. China CDN Services are provided on the same basis as the Service outlined on the applicable Service Order for those Services with the following additional terms. Customer understands and acknowledges that:

5.1   Company provides no guarantee or warranty that the China CDN Services shall be delivered from within China;

5.2   China CDN Services may be delivered from any geography that Company determines to be the appropriate geography for performance and availability purposes provided said selection is consistent with applicable law and regulation;

5.3   Customer shall comply with all applicable laws in China, including but not limited to any

registration requirements for .cn sites, and Customer shall supply to Company any documentation or registration information reasonably requested by Company (including origin I.P. addresses, which the parties agree is a reasonable request);

5.4 Company and its supplier Akamai are not liable for any acts of a government authority or network that may prevent delivery of content from a specific geography or which may enable such authority to filter, block, alter, or otherwise damage any data sent over the Akamai network including use of the China CDN Services;

5.5 Customer, as the owner of any content shall remain solely liable for understanding and complying with any changes in laws, policies or regulations that govern any such content;

5.6 Neither Company nor its supplier Akamai shall be liable for the disclosure of the originator of Customer's content to a government authority upon direct inquiry by such authority;

5.7 Company may deliver all or part of the China CDN Services through the use of licensed third party suppliers provided that, upon Customer inquiry and request, to the extent legally permitted, Company will use reasonable efforts to identify said suppliers to Customer.

6. <u>Front End Optimization Terms</u>. Customer represents and warrants that it has full rights to any content to which FEO is applied, and grants permission and license for Akamai to copy, alter, modify, resize, reformat, resave, compress, decompress, rewrite, transmit, cache, strip metadata and otherwise manipulate and make derivative versions of pages for which FEO is activated, including intermediary stages which may be cached internally in addition to customary caching at Edge servers. Customer hereby indemnifies Akamai against any losses associated with applying FEO to its content. Customer acknowledges that Akamai may at any time and without notice alter FEO, which may result in web page errors. Akamai shall use reasonable commercial efforts to avoid web page errors however.

6.1 Customer acknowledges and agrees that Akamai shall not be responsible or held liable for errors or site slowdown due to use of FEO.

VI. SERVICE LEVEL AGREEMENT:

The Service Level Agreement (SLA) for Application Acceleration Services is located at the following link: <u>Application Acceleration Services – Service Level Agreement</u>