

SLA Akamai Direct Connect

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1. Service Levels and Credits

Akamai agrees to provide a level of service demonstrating:

(a) 99.9% Uptime for Single Metro: The Akamai Direct Connect service (the “Service”) will guarantee that the connection is available 99.9% of time in a calendar month where the Single Metro deployment requirements are met

SLA Single Metro Max downtime per year Max downtime per month

99.9% 8.77 hrs 43.83 mins

(b) 99.99% Uptime for Multi Metro: The Akamai Direct Connect service (the “Service”) will guarantee that the connection is available 99.99% of time in a calendar month where the Multi Metro deployment requirements are met.

SLA Metro Max downtime per year Max downtime per month

99.99% 52.60 mins 4.48 mins

(c) Credits: If the Service fails to meet the appropriate service level, the Customer will receive (as its sole remedy) a credit equal to a prorated amount representing one day’s worth of Customer’s committed monthly service fee for Akamai Direct Connect for the day in which the failure occurs, not to exceed 30 days of fees.

1. SLA Monitoring Methodology

The following methodology will be employed to measure the Service availability:

(a) an individual Akamai Direct Connect link is considered “available” if:

(i) the Ethernet link status is “up”

(ii) a BGP peering session is “established” on that link; and

(iii) a non-zero number of prefixes are being advertised and received

(each of the above as determined by Customer and Akamai logs).

For purposes of clarity, Akamai logs shall be the definitive measure in case of a conflict in log data.

(b) the Service is considered “available” if any Akamai Direct Connect link is “available” (as set forth in (a) above)

(c) Akamai shall measure the availability of the Service will be measured every 5 minutes and the total number of successful measurements in a calendar month will be utilized to determine the monthly Uptime

III. Outages

An outage is defined as any calendar month in which the Uptime for the Service falls below the level of service. If an outage is identified by this method, the Customer will receive (as its sole remedy) a credit as outlined in Section VI Remedies

1. Deployment Requirements

To remain in compliance with this Service Level Agreement a customer must ensure that their usage of the Service meets either the Single Metro or Multi Metro deployment requirements and the General requirements listed below:

(a) Single Metro

Customer must purchase a minimum of two Akamai Direct Connect circuits that terminate on diverse Akamai routers within a single metro, for each origin.

(b) Multi Metro

Customer must purchase a minimum of two Akamai Direct Connect circuits that terminate on diverse Akamai routers within metro A and a minimum of two Akamai Direct Connect circuits that terminate on diverse Akamai routers within metro B

(c) General

Customer must ensure that they maintain availability on their side of each Akamai Direct Connect link including link status and BGP peering session.

Customer must ensure that they do not oversubscribe one or more Akamai Direct Connect links either to or from Akamai

Customer will receive the Akamai aggregate BGP advertisements over the Akamai Direct Connect and must filter and reject any more specific Akamai routes that they receive over IP transit or other peering sessions

Customer must remain in compliance with the Akamai routing policy as documented in the Akamai Direct Connect User documentation.

1. SLA Activation

In order to request a credit for a perceived Service Level failure, Customer must have contacted Akamai in writing, within five calendar days (120 hours) after the claimed Outage and provided the data showing an Outage as defined in Section III above.

1. Remedies

If the Outage is confirmed by Akamai, Customer will receive (as its sole remedy) a credit equal to a pro-rated amount representing one day's worth of Customer's committed monthly service fee for Akamai Direct Connect for the day in which the failure occurs, not to exceed 30 days of fees.