

SLA Adaptive Media Delivery

I. Service Levels and Penalties

Akamai agrees to provide a level of service demonstrating:

- (a) 100% Uptime: The Service will serve content 100% of the time.
- (b) Measurable Performance Enhancement: The Service will deliver content measurably faster than the Customer's web site.
- (c) Credits: If the Service fails to meet the above service levels, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurs, not to exceed 30 days of fees.

II. SLA Monitoring Methodology

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

Agents and Polling Frequency

- (a) From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on the Customer's production servers and on Akamai's network.
- (b) The polling mechanism will perform two (2) simultaneous http GET operations: A test file will be placed on the customer's origin server (ie, origin.customer.com). One GET operation will be performed to retrieve the file directly from the origin server (ie, <http://origin.customer.com/testobject>), or via an Akamai SiteShield region if the customer is using the Site Shield feature. The other GET operation will be performed to retrieve the file through the Service, by requesting the object from the appropriate customer hostname CNAME'd to Akamai (ie, <http://www.customer.com/testobject>, where www.customer.com is CNAME'd to Akamai and configured to pull content from origin.customer.com)
- (c) The Akamaized test content must use a TTL of 2 hours or greater. <https://control.akamai.com>
- (d) The test content will be a file of approximately 10 KB in size.
- (e) Polling will occur at approximately 6-minute intervals.
- (f) Based on the http GET operations described in II(b) above, the response times received from the two sources, (a) the Customer server (directly, or via a Site Shield region if applicable), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

III. Performance Metric

The performance metric will be based on a daily average of performance for the Service and the Customer's production web server (measured directly, or via a Site Shield region if applicable), computed from data captured across all regions and hits. If on a given day the Akamai daily average time exceeds the Customer's daily average time, then the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for that day in which the failure occurs, not to exceed 30 days of fees SLA 201409-01.

IV. Outages

An outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly, or via a Site Shield region if applicable). If an outage is identified by this method, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurred, not to exceed 30 days of fees.

V. SLA Activation

In order to activate this Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(c) and (d) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager and for customers using Akamai Professional Services. Customers using Remote SiteShield must ensure that their firewall configurations are updated to reflect changes made by Akamai to the Site Shield access control list no later than 60 days following notification by Akamai, via email or the <https://control.akamai.com> customer portal, of such a change. Failure to timely update such firewall configurations will invalidate the performance portion of this SLA. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.