

# SLA Dynamic Site Accelerator North America

## AKAMAI DYNAMIC SITE ACCELERATOR (DSA) SERVICE

### NORTH AMERICA DOMESTIC SERVICE LEVEL AGREEMENT

#### I. Service Levels

Akamai agrees to provide a level of service per the terms below:

- (1) **Improvement Over Origin:** The daily average page delivery time using the DSA service will be at least 20% faster than the daily average delivery time for the same page delivered from the customer's origin server (defined as the daily average page delivery time from origin being at least 1.2 times the daily average page delivery time using the DSA service).
- (2) **100% Availability:** The Service will serve content 100% of the time.

#### II. SLA Monitoring Methodology

##### A. Performance SLA Monitoring Methodology

The following methodology will be employed to measure the performance improvement provided by the Service:

- (1) A single static unauthenticated page (including HTML and associated embedded content), selected and agreed upon by Akamai and Customer, will be tested throughout the term of the DSA Order Form for purposes of this SLA. Akamai will make a sample static page (including HTML and associated embedded content) available for use by customers.
- (2) Delivery times will be tested using Akamai's SLA Test tool testing services to measure the daily average page delivery time computed from the complete North American set of available SLA Test tool measurement agents. The tests will be configured to take place once an hour from the measurement agents.
- (3) This SLA assumes that there will be no material changes to the test content including, without limitation, metadata applied to the content, agent network used for testing, origin settings and origin infrastructure; any such changes will nullify a deficient test result.
- (4) This SLA shall not apply if there is limited or no performance improvement due to causes originating from customer's infrastructure or a third party's infrastructure outside of Akamai's control, including the customer's DNS that provides the CNAME into the Akamai network. Akamai reserves the right to remove DNS times from the speedup computation if deemed necessary.

##### B. Availability SLA Monitoring Methodology

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

### *Agents and Polling Frequency*

(1) 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

(2) 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).

The other GET operation will be performed to retrieve the file through the Service, by requesting the object from the appropriate customer hostname CNAMEd to Akamai (ie, http://www.customer.com/testobject, where www.customer.com is CNAMEd to Akamai and configured to pull content from origin.customer.com)

(3) The Akamaized test content must use a TTL of 2 hours or greater.

(4) The test content will be a file of approximately 10 KB in size.

(5) Polling will occur at approximately 6-minute intervals.

(6) Based on the http GET operations described in II-B above, the response times received from the two sources, (a) the Customer server (directly), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

### **III. Outage**

An availability 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).

### **IV. SLA Activation**

#### **A. Performance SLA Activation**

To activate this SLA, Customer and Akamai will designate the applicable page as contemplated by II-A (1) above. Customer shall be responsible for configuring such page to enable testing by the measurement agents. Customer shall be responsible for configuring the SLA Test tool service for measurement of the designated page.

#### **B. Availability SLA Activation**

In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Test tool located in the Akamai Portal on <https://control.akamai.com> (Akamai's Customer Portal). Detailed

instructions are provided with the SLA Test tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Test tool.

## **V. SLA Escalation**

In order to request a credit for a perceived service failure, Customer must, within five calendar days (120 hours) after the perceived failure, contact Akamai Technical Support in writing (which may be via email ([support@akamai.com](mailto:support@akamai.com)) or through Control Center), specifying the time period in which the failure is believed to have occurred.

## **VI. Remedies**

If the Service fails to meet the service levels in Section I or if an Outage, as defined in Section III, is identified, the Customer will receive (as its sole remedy) a credit equal to Customer's committed monthly service fee for the day in which the failure occurs, not to exceed 30 days of fees.