



1 SERVICE DESCRIPTION FOR CONTENT DELIVERY NETWORK SOLUTION

1.1 Service Overview

The Content Delivery Network Solutions Service ("**CDN Service**") is a Network Service that is comprised of Akamai Technologies, Inc.'s ("**Akamai**") AQUA Web Solutions, TERRA Enterprise Solutions, KONA Security Solutions, Customer Support, and Partner Delivered Professional Services, as identified and described in this Service Description. CDN Service can:

- (a) Provide high-performance delivery of Internet high-volume media contents.
- (b) Accelerate the delivery of web sites and Internet applications.
- (c) Provide web sites and Internet applications security.

1.2 Definitions

As used in the context of the CDN Service, the following words shall have the meanings defined in this Clause 1.2. Solely as used in the context of CDN Service, the words defined in this Clause 1.2 shall supersede any conflicting definition set forth elsewhere in the Agreement.

"**95/5**" means the billing and measurement methodology shorthand describing a process of determining the 95th percentile of usage or the uncompressed equivalent as measured by Akamai or Orange over five (5) minute intervals. The 95/5 methodology is used to measure usage of NetStorage, Concurrent Users, and services billed in Mbps, Gbps, or any other bit per second methodology.

"**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.

"**Adaptive Image Compression**" is designed to detect the current network conditions between a client request 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.

"**Additional Features**" means the additional optional features and functionalities of the AQUA Web Solutions, TERRA Enterprise Solutions, KONA Security Solutions, Partner Delivered Professional Services, and Customer Support. Some examples of Additional Features are: (a) Access Control, (b) China CDN, (c) Dynamic Page Caching, (d) EdgeComputing, (e) IPv6 Module, (f) Premium Reporting, and (g) Web Application Firewall Module.

"**Advanced Cache Optimization**" includes access to optimization features that help improve the cacheability of complex content on Akamai edge servers.

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

"**Application**" or "**App**" means any discrete instance of computer software that performs a particular function for a Customer or 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.

"**Customer Portal**" means the Luna Control Center located at <https://control.akamai.com> or such other URL identified by Orange from time to time.

"**DNS**" means Domain Name System.

"**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.

"Dynamic Page Caching" includes access to a rules engine that enables 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.

"Enhanced Akamai Protocol" includes access to certain network enhancements and transport protocol optimizations.

"Enhanced DNS" or **"eDNS"** provides an outsourced primary and secondary DNS service via a distributed network of DNS servers deployed across multiple networks designed to improve DNS performance, security, and scalability.

"FastDNS" provides an outsourced primary and secondary DNS service via Akamai's new FastDNS all Anycast network of DNS servers deployed across multiple networks designed to improve DNS performance, security, and scalability.

"Hit" means an HTTP request to an Akamai server to access an object.

"Midgress Traffic" means additional traffic from a Midgress server to an edge server generated by certain services.

"Mobile Detection and Redirect Service" provides Customer access to the Customer Portal to activate mobile detection and redirect functionality. The matching mechanism to detect mobile devices at the edge 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. Customer will be provided access to a whitelist and a blacklist in the Customer Portal to override current default behavior. The Mobile Detection and Redirect Service does not include deployment of the configuration to either the Akamai staging network or the Akamai production network.

"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.

"NetStorage" or **"Netstorage"** includes access to Akamai's network-based storage service that may be used with the CDN Service as an origin or source for files that are delivered across Akamai's network with the following restrictions and limitations: (a) maximum size of a single storage group is 10 TB; (b) maximum size of a file that can be uploaded is 25 GB; (c) maximum number of files in any given directory is 50,000; (d) there are no guarantees regarding the number of operations per second that may be provided.

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

"Primary DNS" enables use of the Akamai Intelligent Platform to host Customers' DNS zones as the master authority name server.

"SAN" means Subject Alternative Name.

"SSL" means Secure Sockets Layer.

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

"Secure Content Delivery" is an Additional Feature, available as part of AQUA Web Solutions, that utilizes a portion of the CDN Infrastructure (as defined below) dedicated to secure (SSL protected) content delivery to relieve the content provider from having to over-provision its infrastructure in order to deliver secure SSL-protected content while maintaining performance at high loads. Secure Content Delivery allows the content provider to take advantage of Akamai's deployed servers with no degradation in performance or reliability.

"Subject Alternative Name Digital Certificate" or **"SAN Digital Certificate"** is a 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 CDN Service support calls initiated by Customer where the underlying issue is determined to reside in Customer's host environment (not in the CDN Service, Orange

Network or Akamai network) or other requests outside the scope of support. Additional Support Requests beyond those included in a particular CDN Service package may be subject to the Orange standard rates.

"**Third Party Digital Certificate**" means a X.509 digital certificate furnished by the customer to Akamai for use with the purchased service(s).

"**Web Deduplication**" is a capability that is designed to improve data transfer on the Akamai platform by eliminating redundant elements with the goal of improving response time to Users.

"**Wildcard Digital Certificate**" means a 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 Akamai or an Akamai-chosen certificate authority. In cases where Akamai 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.

1.3 Customer Web Site and Internet Application

In order to receive the CDN Service, Customer must provide a web site or Internet application, as applicable, that is connected to the Internet and that will be integrated and activated into Akamai's Content Delivery Network infrastructure (the "**CDN Infrastructure**"). Customer may be required to activate the CDN Service using the Customer Portal.

1.4 CDN Service Detailed Description, Terms and Conditions and Additional Features

Although the description of the AQUA Web Solutions, TERRA Enterprise Solutions, KONA Security Solutions, Customer Support, and Partner Delivered Professional Services are summarized in this Service Description, they are more fully described at www.akamai.com/service (or such other URL as Orange may identify from time to time). The terms and conditions set forth in the Agreement (including this Service Description) in respect to the Orange provisioning, and Customer's and the Users' purchase and use, of the CDN Service, are supplemented by the terms and conditions set forth at www.akamai.com/service (or such other URL as Orange may identify from time to time) (such supplemental terms and conditions hereinafter referred to as "**Supplemental Provisions**"). However, in the event of any conflict between the terms and conditions set forth in this Service Description and those set forth in the Supplemental Provisions, the terms, and conditions in the Supplemental Provisions will control. Orange will identify, and may modify or limit the from time to time, the Additional Features and the availability of the Additional Features. Customer may elect to receive such Additional Features subject to the prior written approval from Orange. Any Additional Features that Customer receives will be identified in the relevant Order and will be subject to additional charges.

1.5 Solution Offerings

1.5.1 AQUA Web Solutions. The AQUA Web Solutions offering consist of the following billable service features:

- (a) **AQUA Ion** includes access to Akamai's network and site acceleration services, which include one or more of the following features: pre-fetching; route optimization; or transport protocol optimization.
- (b) **AQUA Ion Mobile** is designed to accelerate web content to mobile devices. AQUA Ion Mobile includes access to Mobile Detection and Redirect Service, Akamai Mobile Protocol, Device Characterization and Adaptive Image Compression. AQUA Ion Mobile only accelerates Mobile Sites. Customer agrees that AQUA Ion Mobile shall not be used for downloads of objects with a file size greater than 20 megabytes. If Customer has purchased AQUA Ion Mobile as a stand-alone product Customer shall also get access to Dynamic Site Accelerator Premier.
- (c) **AQUA Ion Mobile Secure** includes access to the features of AQUA Ion Mobile and, in addition, access to Access Control, Secure Content Delivery, and provision of one of the following SSL Network Digital Certificates: Standard (single-hostname) Digital Certificate, Wildcard Digital Certificate, SAN Digital Certificate, or Third Party Digital Certificate.
- (d) **AQUA Ion Secure** includes access to the features of AQUA Ion Mobile and, in addition, access to Access Control, Secure Content Delivery, and provision of one of the following SSL Network Digital Certificates: Standard (single-hostname) Digital Certificate, Wildcard Digital Certificate, SAN Digital Certificate, or Third Party Digital Certificate.
- (e) **Dynamic Site Accelerator ("DSA")** 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: pre-fetching; route optimization; or transport protocol optimization. DSA is to be used for web sites only, not for web applications.

- (f) **Dynamic Site Accelerator - Premier ("DSA Premier")** includes access to the features of the DSA Service, plus Advanced Cache Optimization, Enhanced Akamai Protocol, Dynamic Page Caching modules, object pre-fetching, page pre-fetching, and content delivery using IPv6.
Shopper Prioritization Module includes access to Akamai's Shopper Prioritization functionality that provides the ability to control traffic to Customer's origin server by redirecting users selectively to a pre-configured alternate web-page (i.e. overflow site).
- (g) **Dynamic Site Accelerator - Secure ("DSA Secure")** includes access to the features of Dynamic Site Accelerator plus access to the Access Control module, Secure Content Delivery module; and provisioning of one of the following SSL Network Access Digital Certificates: Standard (Single-hostname) Digital Certificate, Wildcard Digital Certificate, SAN Digital Certificate or Third Party Digital Certificate.
- (h) **Dynamic Site Accelerator Secure - Premier ("DSA Secure Premier")** includes access to the features of the DSA Secure Service, plus Advanced Cache Optimization, Enhanced Akamai Protocol and Dynamic Page Caching modules.
- (i) **Dynamic Site Delivery ("DSD")** includes access to Akamai's network for content delivery, NetStorage infrastructure and on-demand streaming networks.

1.5.2 **TERRA Enterprise Solutions.** The TERRA Enterprise Solutions offering includes the following billable service features:

- (a) **Terra Alta Enterprise Accelerator: ("Terra Alta" or "Alta")** includes:
 - (i) access to Akamai's SSL network for secure content delivery;
 - (ii) provisioning of one of the following SSL Network Access Digital Certificates: Wildcard Digital Certificate or SAN Digital Certificate;
 - (iii) access to Akamai's application acceleration and cloud management services, which in turn includes one or more of the following features: object pre-fetching, page pre-fetching, route optimization, transport optimization, and edge load balancing.
The edge load balancing module included with Terra Alta provides entitlement to use Akamai's Global Traffic Management Service with either performance or weighted load balancing. Terra Alta also includes access to Akamai's FastDNS, which includes access to Primary DNS and Enhanced DNS.
- (b) **Terra Alta with Kona Site Defender: ("Alta with Kona Site Defender")** includes access to Terra Alta and Kona Site Defender Services as described in, and subject to the terms set forth in, www.akamai.com/service (or such other URL as Orange may identify from time to time).
- (c) **Terra Alta with Session Accelerator: ("Alta with Session Accelerator")** includes access to Terra Alta and Session Accelerator Services as described in, and subject to the terms set forth in, www.akamai.com/service (or such other URL as Orange may identify from time to time).
- (d) **Web Application Accelerator: ("WAA")** includes:
 - (i) access to Akamai's SSL network for secure content delivery;
 - (ii) provisioning of one of the following SSL Network Access Digital Certificates – Standard (Single-hostname) Digital Certificate, Wildcard Digital Certificate, SAN Digital Certificate or Third Party Digital Certificate; and
 - (iii) access to Akamai's Application acceleration Services, which, in turn, includes one or more of the following features: pre-fetching, route optimization and transport control optimization. HTTP/HTTPS traffic includes all HTTP methods.
- (e) **Web Application Accelerator with On Demand Streaming: ("WAA with On Demand Streaming")** includes access to WAA Services as well as access to Akamai's network for on demand content delivery in Adobe Flash and/or Microsoft Silverlight formats for up to 5% of overall traffic. China CDN Streaming capabilities are not available over China CDN even if purchased for the WAA Service. Orange or Akamai may limit the sale of WAA with On Demand Streaming to Customer if streaming requirements are not expected to exceed 5% of Customer's overall content acceleration requirements.
- (f) **Web Application Accelerator with Session Acceleration: ("WAA with Session Accelerator")** includes access to WAA and Session Accelerator Services as described herein. The terms for each of these Services shall apply to Customer's use of the WAA with Session Accelerator Services.
- (g) **IP Application Accelerator: ("IPA")** includes access to Akamai's IP Acceleration; and access to Akamai's Application acceleration services, which include one or more of the following features: route optimization, transport protocol optimization, dynamic mapping, forward error correction and dynamic packet replication.
- (h) **Session Accelerator: ("SXL")** includes access to Akamai's IP Acceleration network; and access to Akamai's Application acceleration services, which include one or more of the following

features: route optimization, transport protocol optimization, dynamic mapping, forward error correction, and dynamic packet replication.

- (i) **Global Traffic Management ("GTM" or "FirstPoint"):** The Global Traffic Management Service is a DNS-based load balancing solution that is designed to route traffic between different resources based on configurable rules that can increase availability and performance, as described in, and subject to the terms set forth in, www.akamai.com/service (or such other URL as Orange may identify from time to time).

1.5.3 KONA Security Solutions

- (a) **Kona IP Defender.** Kona IP Defender is designed to improve the security posture of Customer's IP-based applications and reduce the likelihood and impact of security events by mitigating attacks at the Akamai network edge. Kona IP Defender includes configurable functionality designed to help protect Customer's Applications by reducing the risk and impact of network layer attacks. It provides request rate control protections to mitigate the risk of denial of service and distributed denial of service. It provides tools that enable the definition and enforcement of security policy specific to source IP, destination port and other parameters. Kona IP Defender also provides protection from burst charges associated with unexpected or malicious traffic spikes.
- (b) **Kona Site Defender.** The 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 Akamai network edge. Kona Site Defender includes configurable functionality designed to help protect Customer's 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 attack and distributed denial of service attack, 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.
- (c) **Kona Security Solutions Terms**
 - (i) Customer acknowledges and agrees that Kona Security Solutions do not prevent or eliminate all attacks. Orange does not warrant or guarantee that Kona Security Solutions will detect and mitigate all possible attacks or threats. Customer is solely responsible for maintaining appropriate security controls on its network, data, applications application servers, and other equipment.
 - (ii) The Kona Security Solutions provide protection for only those digital properties associated with the applicable Service contractually associated with the Kona IP Defender or Kona Site Defender.
 - (iii) Customer is required to provide Orange (or Akamai) the IP address(es) and/or hostname(s) to be covered by any Kona Security Solutions. Customer's Applications covered by the Kona Security Solutions shall be limited to the Applications expressly identified in the Order.
 - (iv) Customer agrees to provide an escalation matrix including a minimum of three (3) contacts that Orange or Akamai 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.
 - (v) Customer agrees that Orange or Akamai may capture service-specific session information for purposes of identifying the source of attacks (including the source of DDoS traffic).
 - (vi) Orange reserves the right to charge Customer for usage fees associated with traffic bursts or increased usage resulting from Customer actions.
 - (vii) 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 the Kona Security Solutions.

1.6 Customer Support and Partner Delivered Professional Services

Customer may elect to receive the following Customer Support and Partner Delivered Professional Services in support of the solution offerings:

1.6.1 Customer Support

- (a) **Standard Support** is included with all CDN Service solution offerings unless Customer orders the Enhanced Support SLA with Standard Support, Named Enhanced Support, Priority Support, or Premium Support. Standard Support is provided by Orange and includes access to all of the following:
- (i) Self-service configuration tools;
 - (ii) Pooled technical support account team,
 - (iii) Standard Initial Response Times of:
 - (1) Two (2) hours or less for P1 issues,
 - (2) Four (4) hours or less for P2 issues, and
 - (3) Two (2) Business Days or less for P3 issues.
 - (4) All Support Requests reported via email will be considered as P3;
 - (iv) Live support during regular business hours for P2 and/or P3 issues,
 - (v) Live 24x7x365 support for P1 issues,
 - (vi) Online troubleshooting/diagnostic tools,
 - (vii) Up to 15 Support Requests per year across all CDN Service solution offerings.
- (b) **Named Enhanced Support** provides Customer with streamlined and direct access to Akamai and includes access to all items included in Standard Support, plus:
- (i) Proactive Support, i.e. up to eight (8) hours per month of proactive services from Customer's designated primary technical support engineer, which may be allocated to services such as:
 - (1) Customer support advocacy,
 - (2) Quarterly review calls, (iii) Monthly touch point calls;
 - (ii) Faster Initial Response Times from the Akamai technical support team:
 - (1) Thirty (30) minutes or less for P1 issues (must be opened via phone),
 - (2) Two (2) hours or less for P2 issues,
 - (3) One (1) business day or less for P3 issues,
 - (4) All Support Requests reported via email will be considered as P3;
 - (iii) Multiple ways to contact Akamai's support team:
 - (1) Email (ccare@akamai.com),
 - (2) Online (<https://control.akamai.com>),
 - (3) Phone (1.877.4.AKATEC or 1.617.444.4699);
 - (iv) Named Enhanced Support live support availability:
 - (1) Live 24x7X365 support for P1 and/or P2 issues,
 - (2) Live support during regular business hours for P3 issues;
 - (v) Unlimited support requests,
 - (vi) Two (2) seats per year in instructor-led Akamai training courses, located at an Akamai training facility (a.k.a. "Akamai University"),
 - (vii) Each unit of Named Enhanced Support includes above service coverage for up to four (4) Sites or Applications. For Customers under percentage based pricing, the number of sites is not limited.

The following are optional billable Additional Features for the Named Enhance Support:

- (viii) **Named Enhanced Support Plus Technical Advisory Service** includes access to all items included in Named Enhanced Support, plus Technical Advisory Service;
- (ix) **Named Enhanced Support Plus AQUA Service Management** includes access to all items included in Named Enhanced Support, plus AQUA ION Service Management, and
- (x) **Named Enhanced Support Plus Terra Service Management** includes access to all items included in Named Enhanced Support, plus Terra Alta Service Management.

- (c) **Priority Support** provides Customer with streamlined and direct access to Akamai and includes access to all items included in Standard Support, plus the following:
- (i) Named support team:
 - (1) Quarterly business reviews and
 - (2) Assistance with configuration of scheduled reports and real-time alerts;
 - (ii) Priority case handling and status updates:
 - (1) Every four (4) hours for P1 issues, and
 - (2) Daily for P2 or P3 issues;
 - (iii) Priority Initial Response Times:
 - (1) One (1) hour or less for P1 issues,
 - (2) Two (2) hours or less for P2 issues,
 - (3) One (1) business day or less for P3 issues.
 - (4) All Support Requests reported via email will be considered as P3;
 - (iv) Multiple ways to contact Akamai's support team directly:
 - (1) Email (ccare@akamai.com),
 - (2) Online (<https://control.akamai.com>),
 - (3) Phone (1.877.4.AKATEC or 1.617.444.4699);
 - (v) Priority live support availability;
 - (vi) Unlimited Support Requests,
 - (vii) Two (2) seats per year in instructor-led Akamai training courses, located at an Akamai training facility (a.k.a. "**Akamai University**").
- The following are optional billable Additional Features for the Priority Support:
- (viii) **Priority plus Download Service Management Support Package** includes access to all items included in Priority Support, plus Download Service Management;
 - (ix) **Priority plus DSA Service Management Support Package** includes access to all items included in Priority Support, plus DSA Service Management;
 - (x) **Priority plus Technical Advisory Service Package** includes access to all items included in Priority Support, plus Technical Advisory Service,
 - (xi) **Priority plus WAA Service Management Support Package** includes access to all items included in Priority Support, plus WAA Service Management.
- (d) **Enhanced Support SLA** (available with Standard Support and Priority Support only) provides Customer with streamlined and direct access to Akamai and provides the following in addition to all items included with Standard Support (or Priority Support, in the case where Customer purchased Enhanced Support SLA):
- (i) Faster Initial Response Times from the Akamai technical support team of:
 - (1) Thirty (30) minutes or less for P1 issues (must be opened via phone)
 - (2) Two (2) hours or less for P2 issues, and
 - (3) One (1) business day or less for P3 issues.
 - (4) All Support Requests reported via email will be considered as P3.
 - (ii) Unlimited Support Requests, and
 - (iii) One (1) one-time seat in an instructor-led Akamai training course, located at an Akamai training facility (a.k.a. "Akamai University").
- In order to receive the Enhanced Support SLA, Customer must order the Enhanced Support SLA Service with the Standard Support or Priority Support.
- (e) **Premium Support** provides Customer with streamlined and direct access to Akamai and includes access to all items included in Priority Support, plus:
- (i) Enterprise program management and ongoing professional services assistance (which will be limited to mutually agreed scope);
 - (ii) Focused technical account team and technical support handling procedures;
 - (iii) Proactive Service monitoring;
 - (iv) Premium case status updates, hourly for P1 issues;
 - (v) Premium Initial Response Times of:
 - (1) Thirty (30) minutes or less for P1 issues (must be opened via phone) and
 - (2) One (1) hour or less for P2 issues.
 - (3) All Support Requests reported via email will be considered as P3.

- (vi) Unlimited Akamai University training seats (subject to availability of courses);
- (vii) Priority beta participation. (Note: Akamai's Service roadmap does not constitute a promise or obligation of delivery of any functionality, and Akamai, at its sole discretion, reserves the right to at any time alter the design, specifications and forecasted time-to-market of all of its products and Services on any roadmap, as part of its continuing program of product development.);
- (viii) Up to two (2) days of custom on-site training per year.

1.6.2 Partner Delivered Professional Services

- (a) The Partner Delivered Professional Services are charged on an hourly basis at the rate set forth in the applicable Order. However, if no rate is indicated in the Order, then the Orange then-standard hourly rates for the CDN Service will apply.
- (b) Depending on the nature and scope of the project, Orange and Customer may need to enter into a separate statement of work. Per terms of the applicable statement of work, upon completion of integration Service to be provided by Orange under the statement of work, Orange or Akamai will contact Customer to inform Customer that the Partner Delivered Professional Service ordered by Customer is available. Upon such notification, Orange will begin billing for the integrated Service on the billing effective date or after ten (10) business days, whichever occurs earlier. Billing will commence regardless of the readiness of Customer DNS changes and/or problems due to unavailability of Customer's origin server, data center, Application, or site. If Customer has purchased additional Partner Delivered Professional Services to project manage, architect, optimize the configuration or integrate other products and the CDN Service, these additional Partner Delivered Professional Services will be considered above and beyond the current integration and will not affect billing of the integrated CDN Service.
- (c) The following are the types of Partner Delivered Professional Services that Customer may purchase:

Professional Services – Enterprise	Professional Services – Standard Integration
Professional Services – Managed Integration	Professional Services – Emergency Integration
Professional Services – Service Management	Professional Services – AQUA Ion Service Management
Professional Services – Download Service Management	Professional Services – DSA Service Management
Professional Services – Enterprise Service Management	Professional Services – Site Defender Service Management
Professional Services – Terra Alta Service Management	Professional Services – WAA Service Management
Professional Services – WAF Service Management	Professional Services – Akamai Media Player Maintenance
Professional Services – Event Services	Professional Services – Mobile Services
Professional Services – Packaged Solutions	Professional Services – Assessment
Technical Advisory Service	Technical Advisory Service – Enterprise
Professional Services – Akamai University	

The descriptions for the above-listed Partner Delivered Professional Services can be accessed at www.akamai.com/service, or such other URL identified by Orange from time to time.

1.7 Additional Terms of Service

- 1.7.1 The collection of data for Customer's reports is limited per Order, per day. The limits vary across the reports and are subject to change. Information about the data collections limits can be found on the Customer Portal.
- 1.7.2 Orange may from time to time recommend the use of certain protocols, configurations, or security parameters with the CDN Service. Customer will be responsible and liable for all risks associated with its decision not to follow, or to modify or disable, any such default protocols and configurations.
- 1.7.3 Orange reserves the right to limit Customer's use of the CDN Service in excess of Customer's committed usage if there is a Force Majeure Event that results in extraordinary levels of traffic on the Orange Network or the Akamai network.
- 1.7.4 Customer will modify its name servers to set up Canonical Name ("**CNAME**") records to alias Customer host name to the Orange Network in accordance with the Orange instructions.
- 1.7.5 Customer is responsible for:
 - (a) maintaining the availability of Customer's web site(s),
 - (b) the connectivity of such web site(s) to the Internet,
 - (c) all Content (as defined below), IP addresses, domain names, hyperlinks, databases, applications and other resources necessary for Customer to operate and maintain its web site(s),
 - (d) signal acquisition, production and encoding of streaming media or events, and

- (e) storing, hosting and backing up the Content, as necessary to meet its business objective or purposes. During the Service Term, Orange may, to the extent necessary for fulfilling its obligations hereunder,
- (f) host, download or otherwise transmit the Content for the purpose of providing the CDN Services hereunder and
- (g) copy the Content for archival purposes and as reasonably necessary to provide the CDN Services hereunder.

Upon termination of the Agreement or applicable Order for any reason, Orange will have the right to purge Content from its servers or platform.

1.7.6 If Orange becomes aware or reasonably believes that any Content:

- (a) violates or infringes upon the Intellectual Property or other rights of any third party,
- (b) contains any pornographic, gambling-related, libelous, defamatory, or any illegal content, or
- (c) violates the Policy or any laws, regulations, or ordinances applicable to such Content, Orange will immediately require Customer to remove such Content from the origin server and/or remove the URL/tag from such Content or purge such Content from the CDN Service servers so that it will not be routed to, and not pass through, the Orange Network or Akamai network.

If Customer fails to remove such Content, then Orange may, without notice or liability, suspend the CDN Service to Customer.

1.7.7 Orange assumes no responsibility for any content or applications (including Apps), including any third party content or applications, provided to Orange for delivery via the CDN Service (collectively, "**Content**"). Customer acknowledges that Orange does not assume and should not be exposed to the business and operational risks associated with Customer's or any User's business or any aspects of the operation or Contents of Customer's or any User's web site(s). Customer will defend, indemnify and hold harmless Orange as a result of:

- (a) any claim by a third party against Orange with respect to any Content, operation of Customer's or any User's web site(s) (including without limitation any activities or aspects thereof or commerce conducted thereon), or misuse by Customer or any User of the CDN Service, and
- (b) any third party claim, loss or damage arising out of or relating to Customer's or any User's use of the CDN Service in any jurisdiction in violation of applicable law.

1.7.8 Customer acknowledges and agrees that any security features, functionalities, and solutions that are provided as part of the CDN Service do not prevent or eliminate all attacks. Orange does not warrant or guarantee that the CDN Service will detect and mitigate all possible attacks and/or threats.

1.7.9 Orange is not responsible for any Customer action or non-action that might result in CDN Service disruption, availability issues, or performance degradation.

1.7.10 Customer is solely responsible for maintaining appropriate security controls on its network, data, applications application servers, and other equipment.

1.7.11 As between Akamai and Customer, Akamai retains all right, title and interest worldwide in the CDN Service and all models, reports, analyses, statistics, databases and other information created, compiled, analyzed, generated or derived by Akamai in connection with delivery of the CDN Service and the operation of Akamai's network (collectively, "**Akamai Network Data**"), regardless of the media in which such Akamai Network Data is embodied, now or in the future. Akamai Network Data may be created, compiled, analyzed, generated or derived from:

- (a) aggregated network utilization and performance data generated and collected via the operation of Akamai's network and/or in connection with the delivery of CDN Service to Customer,
- (b) anonymous and non-personally identifiable user data collected by Akamai from Customer's Site(s) solely with and to the extent of the written consent of Customer, and
- (c) Akamai's proprietary information, software, code, technology, and other intellectual property.

1.8 Service Availability

The availability of the AQUA Web Solutions, TERRA Enterprise Solutions, KONA Security Solutions, Customer Support, Partner Delivered Professional Services, and the Additional Features will be confirmed by Orange at the time of the Order.

1.9 Software Licenses

Customer's use of the CDN Service is subject to Akamai's software licenses, which are available at www.akamai.com/product/licenses (or such other URL as may be identified by Orange), as modified from time to time.

1.10 Service Term Of Orders

Notwithstanding anything to the contrary contained in the Agreement, the Service Term of each Order for the CDN Service must be a minimum of twenty-four (24) months.

1.11 Commitment and Pricing

Pricing for the CDN Service may be subject to a usage or revenue commitment as specified in the Order. The following terms apply to billing for the CDN Service:

- 1.11.1 One-time, monthly recurring, usage, and overage Charges may apply. One-time Charges are billed in advance. Monthly recurring Charges are billed each calendar month in advance. Usage, overage, and other similar Charges are billed monthly in arrears.
- 1.11.2 **For AQUA Web Solutions:**
- (a) If monthly HTTP/HTTPS traffic delivery exceeds 200 GB delivered per MPV, Orange will bill for overage fees at \$3 (or an alternative amount stated in the applicable local currency) per GB. Overages are based on the greater of actual or committed Page Views. Page View overages will be charged at the Additional MPV rate;
 - (b) Midgress Traffic is included in the GB metric, but not the MPV metric;
 - (c) Mbps and GB billing models are also available. Midgress Traffic is included in both of these metrics;
 - (d) HTTP/HTTPS traffic includes all HTTP methods;
 - (e) Site Fees: Fees are per site or Location. If more than 1 domain and/or 10 hostnames is required, an additional site or Location must be purchased;
 - (f) With the Dynamic Site Accelerator Service and the Dynamic Site Delivery Service, individual files cannot exceed 100 MB in size.
- 1.11.3 **For TERRA Enterprise Solutions:**
- (a) For **IPA service**: Concurrent Users is the number of users simultaneously using the Akamai network. For purposes of the IP Application Accelerator Services only, a User is defined as a unique combination of source IP, destination IP, source port, and destination port – typically a TCP connection;
 - (b) For **WAA service**:
 - (i) In case the billing methodology is based on Page View count (MPV as unit of measure), if monthly delivery (sum of all traffic types) exceeds 200 GB per MPV, Orange will bill for overage fees at \$3 (or an alternative amount stated in the applicable local currency) per GB. Page View overages will be charged at the Additional MPV rate, and
 - (ii) Mbps and GB billing models are also available.
- 1.11.4 **DNS Traffic:** Unless otherwise indicated, all traffic to Akamai DNS servers in excess of 50 Mbps as measured by Orange (or Akamai) will be billed at \$.02 per MB or an alternative amount stated in the applicable local currency.
- 1.11.5 **Superbursting Charges:** Unless otherwise indicated, if the CDN Service is billed based in Mbps, Gbps or any other bit per second methodology, an additional charge of \$.02/MB, or an alternative amount stated in the applicable local currency, will be applied to the sum of MBs in excess of two times the commitment, to the extent such usage is in the top 5% of 5 minute intervals.
- 1.11.6 **SureRoute (Route Optimization Midgress):** If the SureRoute Service is enabled, Midgress Traffic will be generated. Midgress Traffic in the form of Mbps or GB will be billed in addition to other usage traffic at the usage rate set forth on the Order.
- 1.11.7 **Tiered Distribution (Cache Hierarchy Midgress):** If Tiered Distribution is enabled, Midgress Traffic will be generated. Midgress Traffic will be billed in addition to other usage traffic at the usage rate set forth on the applicable Order.
- 1.11.8 For NetStorage, Usage is billed as GB transferred per month. Billing is based on bytes sent and received. The billing methodology remains the same if NetStorage is purchased with any service from the CDN Service.
- 1.11.9 Unless otherwise indicated, any CDN Service measured on the basis of Mbps, Gbps or any other bit per second methodology, as well as NetStorage, are billed on a 95/5 basis. Other usage of the CDN Service is based on total use or the uncompressed equivalent as measured by Orange, commonly reflected in MB, GB or TB or, in the case of the CDN Service based on pages viewed, Page View or MPV or, in the case of the CDN Service based on Hits or million Hits, and in the case of the CDN Service based on Requests, the number of Requests made as indicated in the Order.

END OF SERVICE DESCRIPTION FOR CONTENT DELIVERY NETWORK SOLUTION