



1 SERVICE LEVEL AGREEMENT FOR CONTENT DELIVERY NETWORK SOLUTION

1.1 Introduction

This SLA describes the Service Levels applicable to the AQUA Web Solutions Package (as hereinafter defined) and the Customer Support. Non-achievement of a Service Level may entitle Customer to receive credits against Charges for the AQUA Web Solution Package or the Customer Support (as the case may be), as set out in this SLA.

1.2 Definitions

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

"AQUA Web Solution Package" means any of the following types of AQUA Web Solutions service purchased by Customer: (a) AQUA Ion; (b) AQUA Ion Mobile; (c) AQUA Ion Mobile Secure; (d) AQUA Ion Secure; (e) Dynamic Site Accelerator (DSA); (f) Dynamic Site Accelerator - Premier (DSA Premier) (g) Dynamic Site Accelerator – Secure (DSA Secure); (h) Dynamic Site Accelerator Secure – Premier (DSA Secure - Premier); and (i) Dynamic Site Delivery.

"ARL" means Akamai Resource Locator.

"Business Day" means eight (8) daily consecutive Normal Business Hours.

"Case Status Update" means the status update provided by Orange (including Akamai) to Customer for CDN Service Requests.

"CDN Network" means equipment, systems, networks, and infrastructures that Orange (including Akamai) uses to provide the CDN Service.

"CDN Service Desk" means the Akamai service desk that Customer contacts to submit a Service Request.

"CDN Service Request" means a service request (including Support Request) made by Customer concerning the AQUA Web Solution or an Incident reported by Customer concerning the AQUA Web Solutions. Customer will submit all CDN Service Requests to the CDN Service Desk via telephone.

"CNAME" means Canonical Name record.

"DNS" means Domain Name System.

"GET" means the HTTP GET request method used to retrieve data.

"http" means Hypertext Transfer Protocol that enables clients (e.g. a web browser) and servers to communicate with each other.

"Incident" means a failure or malfunction within the CDN Service. Incidents do not include the unavailability of the CDN Service during Scheduled Maintenance.

"Live Support" means that the CDN Service Desk is available live on the phone to respond to CDN Service Requests.

"Month" means a calendar month.

"Normal Business Hours" or **"NBH"** means the normal business hours Monday through Friday, excluding local holidays, in the regions as follows: (a) Asia-India (GMT + 05:30) 9:00am to 6:00pm; (b) Asia-Japan / Singapore (GMT +08:30) 9:00am to 6:00pm; (c) Europe (GMT) 9:00am to 6:00pm; (d) North America (GMT- 05:00) 9:00am to 9:00pm (US Eastern Time).

"Origin Server" means the Customer source server that provides the requested information over the Internet.

"Outage" means a period of at least two (2) consecutive failed attempts six (6) minutes apart by a single test agent to GET the Test File from the Origin Server through the AQUA Web Solution Package while succeeding to GET the Test File directly from the Origin Server.

"Priority Level" means the priority level assigned to a CDN Service Request (e.g. Priority 1, Priority 2, Priority 3), as described in Clause 1.3.2 (Priority Level).

"Qualifying Charges" means the following: (a) solely with respect to the Customer Support, the monthly recurring Charge that Customer pays for the Enhanced Support SLA with Standard Support Named Enhanced Support, Priority Support, or Premium Support, each as applicable; and (b) solely with respect to an AQUA Web Solution Package purchased by Customer, the monthly recurring Charge for such AQUA Web Solution Package. Unless otherwise agreed in writing by Orange and Customer, Qualifying Charges exclude any and all one-time charges (including, but without limitation, charges for installation and project management) and any and all charges for Partner Delivered Professional Services associated with, or in support of, such AQUA Web Solution Package.

"Response Time" means the time it takes Customer to get a response from the CDN Service Desk on a Service Request. Response Time is measured starting from the time that the CDN Service Desk telephony system receives the CDN Service Request call until the time the CDN Service Desk responds to the call (which may be via email, telephone or any other customer-facing communication) to acknowledge the CDN Service Request.

"Scheduled Maintenance" means routine maintenance scheduled by Orange (including Akamai) to implement generic changes to, or updates of, the CDN Service, Orange Network, or the CDN Network.

"Site Analyzer" includes access to Akamai's speed note network for monitoring websites and transaction and access to the Customer Portal, which includes instant check, email reports, and alerting.

"TTL" means Time to Live.

"Test File" will have the meaning defined in Clause 1.4.1(a) (HTTP GET Operations) below.

"Third Party Intervention" means intervention by any person not authorized by Orange.

1.3 Service Levels For Customer Support

1.3.1 Support Level

With respect to Customer Support, Orange will provide Customer with Standard Support unless Customer orders the Named Enhanced Support, Priority Support, or Premium Support. In order to receive the Response Time Service Levels for the Enhanced Support SLA set out in Table 2: Standard Support with Enhanced Support SLA and Table 3: Priority Support, Customer must order the Enhanced Support SLA with the Standard Support or Priority Support.

1.3.2 Priority Level

The priority levels of the CDN Service Requests are categorized according to the urgency the CDN Service Request or the impact of the Incident, as described below. The Response Time, availability of Live Support, and the frequency of the Case Status Update vary according to the type of Customer Support (i.e. Standard Support, Priority Support, Premium Support or Named Enhanced Support) purchased by Customer.

Table 1: Priority Level Definitions

Priority 1 (or "P1")	Critical Impact - The CDN Service purchased by Customer is significantly impaired and unavailable to multiple User Locations (i.e. multiple Sites are affected).
Priority 2 (or "P2")	Major Impact - Repeatable inability to use the CDN Service from a single Location or region (e.g. localized denial of CDN Service issue). This may be to a single Site or a single server.
Priority 3 (or "P3")	Low Impact - Non-urgent matter or information request (e.g. planned configuration change request, information request, reports or usage questions, clarification of documentation, or any feature enhancement suggestions).

1.3.3 Service Levels

The Response Time Service Levels, Live Support Availability Service Levels, and Case Status Update Frequency Service Levels for the Standard Support with Enhanced Support SLA, Priority Support, Named Enhanced Support, and Premium Support are set forth in Table 2: Standard Support with Enhanced Support SLA, Table 3: Priority Support, Table 4: Premium Support, and Table 5: Named Enhanced Support.

Table 2: Standard Support with Enhanced Support SLA

	P1	P2	P3
Response Time Service Level for Enhanced Support SLA (*)	≤ 30 min	≤2h	≤ 1 Business Day
<p>Service Level Violation and Service Level Remedy:</p> <p>(1) If there is a violation of the Service Levels set out in this Table 2, Customer will receive a Service Level credit against the Qualifying Charge for Enhanced Support SLA with Standard Support. The Service Level credit will be calculated as (1/N) x the Enhanced Support SLA with Standard Support Qualifying Charge, and "N" represents the total number of calendar days in a Month that Orange will provide the Enhanced Support SLA with Standard Support (e.g. if Orange activates the Enhanced Support SLA with Standard Support on April 14, then N = 16 days). Orange will issue all undisputed credits as a credit note on the invoice for Enhanced Support SLA with Standard Support within ninety (90) days of the receipt by Orange of the Customer's written claim.</p> <p>(2) Notwithstanding paragraph (1) in this Table 2, if there is more than one Service Level violation for the same CDN Service Request (e.g. with respect to a particular Priority 2 CDN Service Request, the actual Response Time was more than 4 hours and Live Support was not available during Normal Business Hours), then Customer shall only be entitled to receive one Service Level credit (as calculated in accordance with paragraph (1) above) for such multiple Service Level violations. For clarity, in no event shall Customer be entitled to receive cumulative credits for multiple Service Level violations for the same CDN Service Request.</p> <p>(3) In no event will the cumulative and aggregate credits due to Customer for any and all unachieved Enhanced Support SLA with Standard Support Service Levels in any Month exceed 100% of the Qualifying Charge for the Enhanced Support SLA with Standard Support.</p> <p>(*) The Service Levels do not apply if Customer has purchased Standard Support without the Enhanced Support SLA.</p>			

Table 3: Priority Support

	P1	P2	P3
Response Time Service Level (*)	≤1h	≤2h	≤1 Business Day
Response Time Service Level for Enhanced Support SLA (**)	≤ 30 min	≤2h	≤1 Business Day
Live Support Availability Service Level	24x7x365	24x7x365	During Normal Business Hours
Case Status Update Frequency Service Level	Every 4 Business Hours	Daily	Daily
<p>Service Level Violation and Service Level Remedy:</p> <p>(1) If there is a violation of the Service Levels set out in this Table 3, Customer will receive a Service Level credit against the Qualifying Charge for Priority Support. The Service Level credit will be calculated as (1/N) x the Priority Support Qualifying Charge, and "N" represents the total number of calendar days in a Month that Orange will provide the Priority Support (e.g. if Orange activates the Priority Support on April 14, then N = 16 days). Orange will issue all undisputed credits as a credit note on the invoice for Priority Support within ninety (90) days of receipt by Orange of the Customer's written claim.</p> <p>(2) Notwithstanding paragraph (1) in this Table 3, in case of more than one Service Level violation for the same CDN Service Request (e.g. with respect to a particular Priority 1 CDN Service Request, the actual Response Time was more than 1 hour and the Case Status Update Frequency was more than 4 Business Hours), Customer shall only be entitled to receive one Service Level credit (as calculated in accordance with paragraph (1) above) for such multiple Service Level violations. In no event will Customer receive cumulative credits for multiple Service Level violations for the same CDN Service Request.</p> <p>(3) In no event will the cumulative and aggregate credits due to Customer for any and all unachieved Priority Support Service Levels in any Month exceed 100% of the Qualifying Charge for the Priority Support.</p> <p>(*) If Customer has purchased Enhanced Support SLA, then the Response Time Service Levels for the Enhanced Support SLA shall apply in lieu of the Response Time Service Levels.</p> <p>(**) If Customer has purchased only Priority Support without having purchased Enhanced Support SLA, then the Response Time Service Levels for the Enhanced Support SLA do not apply.</p>			

Table 4: Premium Support

	P1	P2	P3
Response Time Service Level	≤ 30 min	≤1h	≤1 Business Day
Response Time Service Level for Enhanced Support SLA	Not Applicable.		
Live Support Availability Service Level	24x7x365	24x7x365	During Normal Business Hours
Case Status Update Frequency Service Level	Hourly	Daily	Daily
<p>Service Level Remedy:</p> <p>(1) If there is a violation of the Service Levels set out in this Table 4, Customer will receive a Service Level credit against the Qualifying Charge for Premium Support. The Service Level credit will be calculated as $(1 - \frac{N}{N_{max}}) \times$ Premium Support Qualifying Charge, and "N" represents the total number of calendar days in a Month that Orange will provide the Premium Support (e.g. if Orange activates the Premium Support on April 14, then N = 16 days). Orange will issue all undisputed credits as a credit note on the invoice for Premium Support within ninety (90) days of the receipt by Orange of the Customer's written claim.</p> <p>(2) Notwithstanding paragraph (1) in this Table 4, in case of more than one Service Level violation for the same CDN Service Request (e.g. with respect to a particular Priority 1 CDN Service Request, the actual Response Time was more than 30 minutes and the Case Status Update Frequency was more than 1 hour), Customer shall only be entitled to receive one Service Level credit (as calculated in accordance with paragraph (1) above) for such multiple Service Level violations. In no event will Customer receive cumulative credits for multiple Service Level violations for the same CDN Service Request.</p> <p>(3) In no event will the cumulative and aggregate credits due to Customer for any and all unachieved Premium Support Service Levels in any Month exceed 100% of the Qualifying Charge for the Premium Support.</p>			

Table 5: Named Enhanced Support

	P1	P2	P3
Response Time Service Level	≤30min	≤2h	≤1 Business Day
Response Time Service Level for Enhanced Support SLA	Not Applicable		
Live Support Availability Service Level	24x7x365	24x7x365	During Normal Business Hours
Case Status Update Frequency Service Level	Not Applicable		
<p>Service Level Violation and Service Level Remedy:</p> <p>(1) If there is a violation of the Service Levels set out in this Table 5, Customer will receive a Service Level credit against the Qualifying Charge for Named Enhanced Support. The Service Level credit will be calculated as $(1/N) \times$ the Named Enhanced Support Qualifying Charge, and "N" represents the total number of calendar days in a Month that Orange will provide the Named Enhanced Support (e.g. if Orange activates the Named Enhanced Support on April 14, then N = 16 days). Orange will issue all undisputed credits as a credit note on the invoice for Named Enhanced Support within ninety (90) days of the receipt by Orange of the Customer's written claim.</p> <p>(2) Notwithstanding paragraph (1) in this Table 5, in case of more than one Service Level violation for the same CDN Service Request (e.g. with respect to a particular Priority 1 CDN Service Request, the actual Response Time was more than 30 minutes and the Live Support was not available 24x7x365), Customer shall only be entitled to receive one Service Level credit (as calculated in accordance with paragraph (1) above) for such multiple Service Level violations. In no event will Customer receive cumulative credits for multiple Service Level violations for the same CDN Service Request.</p> <p>(3) In no event will the cumulative and aggregate credits due to Customer for any and all unachieved Named Enhanced Support Service Levels in any Month exceed 100% of the Qualifying Charge for the Named Enhanced Support.</p>			

1.3.4 Service Requests

All P1 CDN Service Requests must be reported by Customer to the CDN Service Desk by phone. Any CDN Service Request not reported by Customer to the CDN Service Desk by phone will be considered P2 or P3, as determined by Orange (including Akamai), even if the CDN Service Request falls within the definition of the P1 or P2 Priority Levels. Any CDN Service Requests made by Customer by mail (including email) will automatically be considered P3 notwithstanding that the CDN Service Requests may fall within the definitions of the P1 or P2 Priority Levels.

1.3.5 Service Level Credits

Customer must submit claims for Service Level credits for any unachieved Response Time Service Levels, Response Time Service Levels for Enhanced Support SLA, Live Support Availability Service Levels, and Case Status Update Service Levels in writing (which may be via email to the email address provided by Orange for such claims) to Orange within 7 days following the day on which the alleged Service Level failure occurred.

1.4 AQUA Web Solutions Service Levels

1.4.1 Service Availability

- (a) **HTTP GET Operations.** Orange (including Akamai) will measure the availability of the AQUA Web Solution Package purchased by Customer as follows:
 - (i) From at least six (6) geographically and network-diverse locations in major metropolitan areas, Orange (including Akamai) will simultaneously poll a test file (the "**Test File**") residing on the Customer's production servers (i.e. the Origin Servers) and on the CDN Network.
 - (ii) The polling mechanism will perform two (2) simultaneous http GET operations:
 - (1) a Test File will be placed on Customer's Origin Server (i.e. origin.customer.com);
 - (2) one GET operation will be performed to retrieve the Test File directly from the Origin Server (i.e. http://origin.customer.com/testobject); and
 - (3) the other GET operation will be performed to retrieve the Test File from the Origin Server via the AQUA Web Solution Package purchased by Customer (e.g. Dynamic Site Accelerator – Premier) by requesting the object from the appropriate Customer hostname CNAME'd to Akamai (i.e. http://www.customer.com/testobject, where www.customer.com is CNAME'd to Akamai and configured to pull content from origin.customer.com).
 - (iii) The Test File content must use a TTL of two (2) hours or greater.
 - (iv) The Test File content will be a file of approximately 10 KB in size.
 - (v) Polling will occur at approximately six- (6) minute intervals. The response times received by the polling mechanism in respect to the Test File retrieved by the 2 simultaneous http GET operations described in foregoing Clause 1.4.1(a)(ii) will be compared to determine if there is an Outage.
- (b) **Customer Responsibility.** Customer is responsible for entering and indicating the location of the two (2) valid Test Files for the same object into the SLA Activation Tool located in the Customer Portal (or such other website as may be identified by Orange). Customer must follow the instructions provided with the SLA Activation Tool. The Service Level will not apply until at least five (5) Business Days after Customer enters the valid Test Files into the SLA Activation Tool.
- (c) **Service Availability Service Level.** Subject to Clause 1.5 (Conditions and Exclusions) below, the AQUA Web Solution Package purchased by Customer will be available 100% of the time per Month (meaning that there will be no Outage in respect to the GET operation's retrieval of the Test File from the Origin Server via the AQUA Web Solution Package (the "**Service Availability Service Level**"). Customer will be entitled to receive a credit against the Qualifying Charge for the AQUA Web Solution Package associated with Outage for each day that an Outage occurred; provided, however, if there are multiple Outages in a day, then Customer shall only be entitled to receive a single credit in connection with all such multiple Outages. The Service Level credit for each day that there is an Outage will be calculated as follows:

$$\frac{1}{30} \times \text{the Qualifying Charge for the AQUA Web Solution Package}$$

In no event will the cumulative and aggregate credits due to Customer per Month for any and all Outages during such Month exceed 100% of the Qualifying Charge for the AQUA Web Solution Package associated with such Outages. In order to receive a credit for an Outage, Customer must, within five calendar days (120 hours) after the Outage, contact its Orange Account Manager in writing (which may be via email), specifying the time period in which the Outage is believed to have occurred. Orange will issue all undisputed credits as a credit note on the invoice for applicable AQUA Web Solution Package within ninety (90) days of the receipt by Orange of the Customer's written claim.

1.4.2 Improvement Over Origin

- (a) **Improvement Over Origin Service Levels.** The daily average page delivery time using the Dynamic Site Delivery AQUA Web Solution will be faster than the daily average delivery time for the same page delivered from Customer's Origin Server. With respect to all other AQUA Web Solution Packages specified in Table 6 (Faster Than Origin Service Levels) below, the daily average page delivery time using the AQUA Web Solution Package will be at least P% faster than the daily average delivery time for the same page delivered from Customer's Origin Server, and "**P%**" means the percentage associated with each type of AQUA Web Solution Package, as listed in Table 6. The Improvement Over Origin performance levels specified in Table 6 below are collectively referred to as the "**Improvement Over Origin Service Levels**".

Table 6: Faster Than Origin Service Levels

AQUA Web Solution Package			
Dynamic Site Delivery	DSA, or DSA Secure, or DSA Enterprise only	DSA Premier or DSA Premier Secure only	AQUA Ion, AQUA Ion Secure only (‡)
Faster than Origin Server	50%	100%	100%
<p>(‡) For AQUA Ion Mobile, the Improvement Over Origin Service Level will be on a case-by-case basis and is only available for AQUA Ion Mobile via Wi-Fi network, not cellular network.</p> <p>Service Level Remedy:</p> <p>(1) Subject to all of the conditions stipulated in this Clause 1.4.2 and the conditions and exclusions set forth in Clause 1.5, Customer will be entitled to receive a credit against the Qualifying Charge for the applicable AQUA Web Solution Package for each day that the daily average page delivery time using such AQUA Web Solution Package is not at least faster than the applicable Improvement Over Origin Service Level. The Service Level credit for each day that the daily average page delivery time is not compliant with the applicable Improvement Over Origin Service Level will be calculated as follows:</p> $\frac{1}{30} \times \text{the Qualifying Charge for the AQUA Web Solution Package}$ <p>In no event will the cumulative and aggregate credits due to Customer per Month for any and all Improvement Over Origin Service Level failures during such Month exceed 100% of the Qualifying Charge for the applicable AQUA Web Solution Package.</p> <p>(2) Customer must submit claims for credits for any unachieved Improvement Over Origin Service Level or for an Outage in writing (which may be via email or through the Customer Portal) to Orange within five (5) days from the day in which the alleged SLA Service Level breach occurred, and such notice must specify the time period in which Customer believes the alleged failure occurred. Orange will issue all undisputed credits as a credit note on the invoice for applicable AQUA Web Solution Package within ninety (90) days of the receipt by Orange of the Customer's written claim.</p>			

- (b) Orange will measure the actual Improvement Over Origin as follows:
- (i) Customer and Orange will select and agree upon a single static unauthenticated page, including HTML and associated embedded content (the "**Customer Page**"). Customer shall be responsible for configuring the Customer Page to enable testing by the Site Analyzer measurement agents. Customer shall also be responsible for configuring the Site Analyzer for measurement of the Customer Page.
 - (ii) Orange will use Akamai's Site Analyzer to measure the daily average page delivery time, which will be computed from the complete global set of available Site Analyzer measurement agents. The tests will be configured to take place once every hour from the Site Analyzer measurement agents. In order for the Improvement Over Origin Service Levels described in the foregoing Clause 1.4.2(a) to apply, there must be no material changes (as determined by Orange) to the test content (including, without limitation, metadata applied to the content), the agent network used for testing, origin settings, and the origin infrastructure. Any such changes will nullify the test results and the Improvement Over Origin Service Levels.
 - (iii) The Improvement Over Origin Service Levels shall not apply if there is limited or no performance improvement due to causes originating from Customer's or a third party's systems, equipment (including hardware or software) outside of Orange (including Akamai) control, including (without limitation) Customer's DNS that provides the CNAME into the CDN Network. Orange reserves the right to remove DNS times from the speedup computation if it deems it to be necessary.

1.5 Conditions and Exclusions

Notwithstanding anything to the contrary set forth in this SLA, this SLA and Customer's entitlement to the remedies set out in this SLA are subject to the following conditions and exclusions:

- (a) The remedies contained in this SLA are Customer's sole and exclusive remedies for any failure by Orange to meet the Service Levels under this Service Level Agreement. For the avoidance of doubt, Customer will not be entitled to any remedies set out in this SLA if Customer receives Standard Support.
- (b) Scheduled Maintenance or emergency maintenance of the CDN Service, if provided in a proper, non-negligent manner and in accordance with standard industry practices, will not be deemed to be a failure by Orange to provide the CDN Service in accordance with the Agreement. Orange shall not be liable for Service Level failure arising from Scheduled Maintenance or emergency maintenance.
- (c) The Service Levels shall take effect on the first day of the full Month following the Date of Acceptance of the relevant AQUA Web Solution Package and the Customer Support purchased by Customer. On the day the applicable Service Levels take effect (as described in this

Clause 1.5(c)), the Service Levels will be measured from the first day of the Month and until the last day of the Month.

- (d) Customer shall not be entitled to receive any Service Level credits or other remedies for non-achievement of any Service Level, and Orange will not be liable for any Service Level failure, if Customer does not fulfill its responsibilities set forth in this Service Level Agreement, the Service Description for Content Delivery Network Solution, and at www.akamai.com/service URL (or such other URL as Orange may identify from time to time).
- (e) In no event will Customer be entitled to receive any credits or other remedies for non-achievement of any Service Level, and Orange will not be liable for any Service Level failure, if such non-achievement of the Service Level was caused by a Force Majeure Event, Scheduled Maintenance, the Orange implementation of Customer-requested changes to the CDN Service, Third Party Intervention, environmental conditions (e.g. power outages, physical disruption to Tail Circuits (or DSL circuit) not caused by Orange or TOs), or by any act or omission of Customer or the Users of the CDN Service.

END OF SERVICE LEVEL AGREEMENT FOR CONTENT DELIVERY NETWORK SOLUTION