



SERVICE TERMS AND SLA FOR CONTENT DELIVERY NETWORK SERVICES POWERED BY EDGECAST

Global Crossing Content Delivery Network Services. These are the service terms and service level agreement (the “SLA”) for Global Crossing’s Content Delivery Network Services (the “CDN Services”) which apply to CDN Services powered by EdgeCast Networks, Inc. (“EdgeCast”) and provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement, Carrier Services Agreement or other Global Crossing master agreement (in each case, a “Master Agreement”) executed by the Customer. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement, or in the General Terms and Conditions thereto.

1 Description of Service

1.1 **Service Description.** Global Crossing Content Delivery Network Services provides HTTP/web distribution of certain digital media formats. Digital media files such as video, music, graphics, and software are delivered with full fidelity (no packet loss) from Global Crossing content delivery locations directly to the end user/viewer/consumer’s IP-connected computer or device. Additional information regarding the CDN Services is set forth in Schedule A hereto. Details of the specific CDN Services ordered by Customer, together with all charges applying thereto, will be set out in an Order Form or Statement of Work (in each case, a “Service Order”) executed by Customer and Global Crossing.

1.2 **Pricing Models.** Two pricing methodologies are supported, as follows:

1.2.1 Mbps 95th Percentile:

- a. *Measurement.* Global Crossing’s SNMP bandwidth monitoring will sample the inbound and outbound traffic for each Service connection every 5 minutes (i.e., record a data point reflecting how much bandwidth Customer is utilizing at that particular instance) and store those samples for a month. At the end of each month, all the data samples for the inbound and outbound traffic will be collated and sorted from highest to lowest individually. The highest 5% of each the inbound and outbound traffic is discarded, and the next highest remaining data sample on either the inbound or outbound traffic is the “95th Percentile” number. This number will then be used as the basis for computation of charges for that particular month of CDN Services. If the 95th Percentile number falls below the monthly minimum committed amount, no additional charges will be assessed. Global Crossing will disregard any data samples with zero inbound or outbound data for the purposes of 95th Percentile calculations.
- b. *Example.* Global Crossing gathers all data samples for the month of CDN Service and sorts them from highest to lowest discarding the top 5%. For purpose of this example assume the 95th Percentile for the month in question was 75 Mbps. Global Crossing will bill Customer for the charge of 75 Mbps based on the following formula (assumes a thirty day month): 1 Sample (5 Min) X 12 (per hour) X 24 (hours in a day) X 30 (days in the month) = 8,640 Maximum Total Samples/Month. So five percent (5%) of 8640 Maximum Samples/Month = 432 Samples/Month discarded. The highest remaining data sample in the inbound or outbound traffic would be the 95th Percentile.

1.2.2 Gigabyte (GB) Transfer:

- a. *Measurement.* Global Crossing shall invoice Customer based upon the total amount of Gigabytes (“GB”) of data transferred using the CDN Services, multiplied by the price per GB as agreed and set out in the Service Order. The amount of GBs transferred will be calculated (using

1,000,000,000 bytes as the definition of a GB). Customer traffic for purpose of invoicing will include all ingress and egress traffic related to the CDN Services.

- b. **Traffic Spikes.** A traffic spike is defined as any increase or decrease (planned or unplanned) that is reasonably determined by Global Crossing to be greater than fifty percent (50%) of Customer's average traffic for the relevant time period (day/week/month). Global Crossing will determine incremental costs caused by traffic spikes and shall have the right to invoice the Customer for those incremental costs. Customer should notify Global Crossing in advance of any anticipated traffic spikes. In order to maintain the quality of the CDN Services for all users, if Global Crossing detects a traffic spike, Global Crossing reserves the right to notify Customer and, in the absence of any commitment from Customer to alleviate the traffic spike within four hours of such notice, to suspend the provision of the CDN Services relevant to that traffic spike.

2 Service Terms

- 2.1 Customer acknowledges that Global Crossing may subcontract the provision of some or all elements of the CDN Services to EdgeCast, provided only that Global Crossing shall remain responsible to Customer for the provision of the CDN Services in accordance with these terms and conditions. If Global Crossing's agreement with EdgeCast expires or is terminated, either Customer or Global Crossing shall have the right to terminate the CDN Services upon written notice. The CDN Services are provided to Customer for its own internal use only; resale or other provision of the CDN Services to a third party is prohibited.
- 2.2 Customer agrees that Global Crossing and its subcontractors shall be entitled (i) to use all content displayed, made available, published, disseminated, transmitted or otherwise distributed by Customer using, or accessible by or to third parties arising from Customer's use of, the CDN Services (collectively, the "Customer Materials"), (ii) to use, reproduce, distribute and/or broadcast the Customer Materials without the payment of compensation to Customer and (iii) to access the Customer Materials for purposes of the Measuring System (as defined in Section 3.2 below), in each case solely for the purposes of providing the CDN Services in accordance with the terms of this SLA and the Master Agreement.
- 2.3 Customer acknowledges and agrees that (except to the extent provided for in an agreement between Customer and Global Crossing), neither Global Crossing nor its subcontractors own or control any local circuit link, leased co-location space, leased space cross-connects, Internet Service Provider partner providing connectivity, other network outside of the connectivity to Global Crossing, its subcontractors or their Internet Service Provider partners, or the "Internet", nor are Global Crossing or its subcontractors responsible for performance (or non-performance) within such networks or within non-Global Crossing or subcontractor operated interconnection points between the connectivity and other networks.
- 2.4 Customer is solely responsible for the content of all Customer Materials. Customer acknowledges and agrees that Global Crossing and its subcontractors (i) are only intermediaries for the transmission of Customer Materials, (ii) play a passive role as a conduit of Customer Materials for Customer and third parties, (iii) are unable to exercise any editorial or other control over any Customer Materials and (iv) do not initiate the transmission of Customer Materials, select the receivers of Customer Materials or monitor, select or modify Customer Materials. Nothing contained herein shall restrict Global Crossing's ability or right to remove or disable access to any Customer Material which violates or infringes, or is alleged to violate or infringe any right of any third party, including, without limitation, any intellectual property right, provided only that Global Crossing shall in all times act in good faith in exercising its rights under this Section 2.4 and shall promptly inform Customer in the event that it takes action under this Section.
- 2.5 Customer acknowledges that Global Crossing will commence provisioning of Customer's order for CDN Services in reliance upon Customer's commitment. In the event of cancellation of Customer's

Service Order for any reason other than a breach by Global Crossing, Customer shall reimburse Global Crossing for any reasonable and documented early termination charges levied on Global Crossing by a subcontractor in the event of such cancellation.

- 2.6 In addition to any other termination rights provided for in the Master Agreement, Global Crossing may, acting at all times in good faith:
- (a) terminate the provision of the CDN Services upon written notice to Customer should any Customer Material directly or indirectly, actually or allegedly violate any United States, state, local or other applicable law, regulation, rule or order of any applicable regulatory authority or court of competent jurisdiction; or
 - (b) terminate the provision of the CDN Services upon written notice to Customer should any Customer Material (i) infringe or constitute the unauthorized use of any patent right, copyright, trademark, service mark, trade name or other intellectual property right of any third party and such infringement, if curable, is not cured within fifteen (15) days following written notice thereof by Global Crossing or (ii) constitute or involve the misappropriation of any trade secret or other breach of intellectual property right of any third party and such misappropriation or breach, if curable, is not cured within fifteen (15) days following written notice thereof by Global Crossing.
- 2.7 Customer shall retain all right, title and license to all intellectual property associated with the Customer Materials provided to Global Crossing as part of the CDN Services. Global Crossing and its subcontractors will retain all right, title and license to all intellectual property associated with the CDN Services, including any derivatives, improvements, enhancements or extensions to technology related to the CDN Services conceived, reduced to practice, or developed by Global Crossing or its subcontractors either by themselves or jointly with Customer before, during or after the provision of the CDN Services to the Customer, that are not uniquely applicable to Customer (“Derivative Works”). Customer will, at Global Crossing’s request and expense, provide reasonable assistance to Global Crossing to secure intellectual property protection for such Derivative Works for Global Crossing and/or its subcontractors, as applicable.
- 2.8 If and to the extent that in connection with its use of the CDN Services, Customer has access to the networks and/or computer infrastructure of subcontractors of Global Crossing (“Third-Party Networks”), Customer’s obligations under the Master Agreement to comply with Global Crossing’s Acceptable Use and Security Policy, as set out at <http://www.globalcrossing.com/aup>, shall apply to Customer’s access to, and/or use of such Third-Party Networks in the same manner as that policy applies to Customer’s access to, and use of, the Global Crossing Network.
- 2.9 Without prejudice to Customer’s entitlement to the service level credits provided for below, Global Crossing’s entire aggregate liability for any and all claims of whatever nature arising out of the provision of CDN Services under, or otherwise arising in connection with, these terms and conditions (including claims of negligence), and including, but not limited to, damage to real or personal property, shall not exceed the greater of (a) one million dollars (\$1,000,000) or (b) the aggregate amount of the minimum monthly fees committed by Customer (i.e., 12 times the minimum monthly fee), provided that the foregoing limitations shall not apply for death or personal injury caused by us or any other liability which may not by applicable law be excluded or limited. For the avoidance of doubt, the monetary limitation of liability provided for in this Section 2.9 shall apply to any claim(s) arising in connection with the CDN Services in lieu of the monetary limitation of liability applying under the terms of the Master Agreement.
- 2.10 Subject to the indemnification procedures set out in the Master Agreement, Customer shall indemnify, defend and hold Global Crossing, its officers, directors, employees, agents, successors and assigns harmless from and against any and all claims and losses arising out of or relating to the malfunction of any Global Crossing or subcontractor equipment or materials caused by Customer Materials or personnel.

3 Service Level Agreement

- 3.1 **Commitment.** Subject to the terms, conditions, and exceptions of this SLA and the Master Agreement, Global Crossing guarantees: (a) 100% uptime and availability for and of Customer Materials on Global Crossing's (or its subcontractor's) servers and (b) that the stream delivered by the CDN Services shall not fall below a grade of A, as determined by the Measuring System (as defined below) (the "CDN Stream Guarantee").
- 3.2 **Measurement.** Global Crossing and/or its subcontractors will periodically measure Customer Material availability by requesting representative Customer Materials from the servers used to host Customer Material at selected points of presence ("POPs") using software and hardware components capable of measuring traffic and responses at the selected POPs (collectively the "Measuring System"). Global Crossing reserves the right to periodically change the measurement points and methodologies used for this purpose. CDN Service stream quality is measured using the third party monitoring service known as *Keynote Systems Streaming Perspective*, which grades online streams of the type facilitated by the CDN Services. Global Crossing and its subcontractors shall make reasonable commercial efforts to maintain a consistent stream quality grade of A+.
- 3.3 **Credits.** Global Crossing will issue credits to Customer as follows:
- (a) for each instance in which the Customer Materials are unavailable on Global Crossing's (or its subcontractor's) servers for more than fifteen (15) consecutive minutes (a "CDN Service Outage"), Customer shall be entitled to an amount equal to one day's worth of the total committed base monthly fee paid by Customer for the CDN Services in the applicable month (excluding, for the avoidance of doubt, all other fees that might be paid by Customer including, by way of example and not limitation, setup fees, charges for additional services, incremental bandwidth usage, professional services, and any other type of optional additional services) (such fee, the "Base Fee"), for each 24-hour period in which Customer experiences a CDN Service Outage during a particular month (provided, however, that Customer will receive credit for a maximum of one CDN Service Outage per 24-hour period); and
 - (b) for each instance in which a stream provided by Global Crossing falls below a grade of A (as described above) for a period of one (1) calendar month or more (a "CDN Stream Outage"), Customer shall be entitled to an amount equal to two (2) days' service credit for the month in question.
 - (c) In no event will the total credits payable to Customer in respect of a particular calendar month exceed the Base Fee payable by the Customer for that month.
- 3.4 **Exclusions.** Customer shall not receive any credits under this SLA in connection with any CDN Service Outage or CDN Stream Outage caused by or associated with:
- 3.4.1 A failure of a Customer's premises equipment or equipment of a Customer's vendor;
 - 3.4.2 A Force Majeure event as set forth in the Master Agreement;
 - 3.4.3 Any act or omission of Customer or any third party (including, but not limited to, Customer's agents, contractors or vendors), other than Global Crossing or its subcontractors, which causes Global Crossing to be unable to meet any of the terms and conditions of this SLA;
 - 3.4.4 A failure or unavailability of software applications, hardware or code that are provided by Customer, or the interactions of these items with the CDN Services;
 - 3.4.5 Scheduled maintenance and upgrades, or disconnection or suspension of the CDN Services where Customer has been informed of such maintenance, and/or any emergency maintenance or emergency suspension of the CDN Services.
 - 3.4.6 False SLA breaches reported as a result of an error in the Measuring System;
 - 3.4.7 Stream buffering, interruptions and other failures which occur as a result of conditions outside of Global Crossing's (or its subcontractor's) network or immediate control (including conditions on Customer's and/or an end-user's network(s) and/or computer infrastructure and on the Internet); or
 - 3.4.8 Customer Material that is delivered via HTTP or not streamed using Windows Media or Flash Media Server.

4 Miscellaneous

- 4.1 The SLA commitment in Section 3 will take effect in Customer's first full calendar month of service; provided, however, that the SLA terms will apply to newly installed or reconfigured CDN Services five (5) business days after the commencement or reconfiguration of such CDN Services.
- 4.2 All credits are calculated on the basis of a thirty (30) day month. All approved credits claimed by Customer for a given month will be totaled and applied to Customer's next following invoice for the CDN Services. In the event of a dispute, all SLA credits occurring during the disputed period shall be withheld and all approved SLA credits claimed during such period shall be totaled upon resolution of the dispute and applied to the next invoice following resolution of the dispute, or as soon as practical thereafter.
- 4.3 In order to receive a credit under this SLA, Customer must make a written request to its Global Crossing customer service manager, which must be received: (a) for CDN Service Outages, within thirty (30) days after the CDN Service Outage in question has occurred or (b) for CDN Stream Outages, within seven (7) days after the end of the applicable calendar month.
- 4.4 If an incident affects the performance of the CDN Service and results in a period of CDN Service unavailability entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
- 4.5 SLA credits are calculated after deduction of all discounts and other special pricing arrangements, are exclusive of any taxes charged to Customer or collected by Global Crossing, and may not be applied to usage charges or any third party charges passed through to the Customer, including charges for any local access circuits provided to Customer by Global Crossing.
- 4.6 Notwithstanding any provision otherwise in this SLA or the Master Agreement, this SLA sets forth Customer's sole and exclusive remedy for any service related issue relating to the CDN Services.

Schedule A

1 Markets Served or Geographic Delivery Regions

Components of the CDN Services may be or may not be available in one or more of the following markets. The markets are currently as follows:

- 1.1 **North America and Europe: NE** – serves content from North American and European POPs only.
- 1.2 **Global Standard (also referred to simply as Global): GS** – includes all POPs located in North America, Europe, Asia, Africa and Australia. In Asia, CDN Services may be provided through peering with local carriers. Customers opting for this plan will be billed a single rate for all traffic.
- 1.3 **Global Premium: GP** – equivalent to the Global Standard plan, but includes optional premium Asia Pacific routes which are metered and charged separately. Customers choosing this option will be billed for their “North America/Europe” traffic separately from their “Asia Pacific” traffic and the traffic from the two regions will be billed at different rates.

2 Core CDN Services

The basic CDN Services are listed below:

- 2.1 **File Delivery (HTTP)** – When an end user accesses the web page of Customer, a calculation is made to determine which of the POPs is closest to the end user in terms of speed of delivery. Once the nearest POP is located, a check is made to see if the requested file is already in the caching servers located at that POP. If it is, the file is served to the end user. If the file is not already in cache, it is fetched from the Customer’s origin server, placed in cache and delivered to the end user.

2.1.1.1 *HTTP Large File Delivery - A large file is roughly any file over 1 MB. Typical large file delivery applications include video and audio delivery or software downloads.*

- Small Object Delivery - A small file is generally any file under 1 MB, including image, java script, CSS and text files. Examples of small file delivery applications include ad serving, ecommerce sites and photo sharing applications.

- 2.2 **Streaming Delivery (FMS and WMS)** – The method by which video and audio content is delivered by the CDN Services to end users around the globe. Streaming protocols supported include, Adobe’s Flash, Microsoft’s Windows Media, Microsoft’s Silverlight and Move Networks streaming.

- Flash Media Streaming - The CDN Services support the most recent release of Flash Media Server (FMS) 3.5 for both live and video on demand streaming.
- Windows Media® Streaming – The CDN Service supports Windows media for both live and video on demand streaming.

3 Additional CDN Services

The following additional CDN Service features are available upon request (additional charges apply):

- 3.1 **Premium Origin Storage:** The ability to store Customer web content on the CDN origin storage platform for a monthly recurring cost based on the total volume of data stored.
- 3.2 **User Interfaces:** There are two distinct user interfaces associated with the CDN Services:
 - 3.2.1 **Partner Control Center (PCC)** – An optional web accessible user interface provided to large enterprise customers to provision CDN sub-accounts to separate billing, reporting

and analytics screens for different departments or web properties within the parent organization. There is a monthly recurring fee for each Partner Control Center deployed.

- 3.2.2 Media Control Center (MCC) – Used to configure and monitor a single web property. Through the MCC, webmasters configure their accounts, upload and purge files to the CDN and monitor their end user’s access to their web site with the MCC’s reporting and analytics package (see below).

- 3.3 Advanced Reports and Analytics – Each of the CDN Services includes access to basic reports and graphs. For an additional fee, Customers may gain access to over 60 reports in this Advanced Reports and Analytics module, including reports that detail geographic usage, content popularity, file type breakdown, file specific usage, average viewing times, and trending reports. This module is enabled at the CDN account level in the Media Control Center and is billed as a monthly recurring fee with an initial set up fee.

- 3.4 Real-time Statistics Module – An additional reporting module that can be enabled per CDN account with an initial set-up fee and a monthly recurring fee. This module provides a subset of usage statistics available to Customers on a real-time basis. Real-time statistics include:

HTTP Large File Platform:

- Current Bandwidth
- Bandwidth Over Time
- Connections Over Time

HTTP Small Object Platform:

- Current Bandwidth
- Bandwidth Over Time
- Connections Over Time

Flash Media Server (FMS) Streaming:

- Current Bandwidth
- Bandwidth Over Time
- Connections Over Time

Windows Media Services (WMS) Streaming:

- Connections Over Time

Current Purge and Load Queue Lengths

Storage Usage Gauge

- 3.5 Edge Performance Analytics Module – An additional reporting module that can be enabled per CDN account with an initial set-up fee and a monthly recurring fee, and presents deep views into audience information including referrer and host data, geography, and loyalty, all overlaid onto an interactive global map. The module also gives access to hit status codes, cache and CNAME reporting, and origin storage information.

- 3.6 Token Authentication Module – A security feature that can be enabled for a fee on any CDN Services including HTTP large and small object, WMS streaming and FMS streaming. There is a single set up fee for this module and then a recurring monthly fee. In order to prevent unauthorized users and websites from linking (“hot-linking”) to Customer Materials and leveraging Customer bandwidth or other types of misuse, Global Crossing can provide a token-based authentication service. Using this technology, Customer can create a private key and use that key to pass certain dynamically created, encrypted values via the URL string to the CDN. CDN Service servers will then use these values to grant or deny the file download request. These values include (these values vary per service – HTTP, WMS, FMS):
- 3.6.1 IP Address (restrict access to content by IP address or IP block))
 - 3.6.2 Expiration (How long should the link remain valid)
 - 3.6.3 Country (In order to allow/deny access from specific countries)
 - 3.6.4 Referral URL (in order to allow/deny access by referral URL)
- 3.7 Secure Sockets Layer (SSL), Standard – Used to encrypt segments of network connections at the Transport Layer. This is a shared security certificate that is shared among all SSL standard customers. The certificate is not under a specific customer name. There are set up fees for these services as well as monthly recurring costs.
- 3.8 Secure Sockets Layer (SSL), Custom Certifications – As above, but in this case the SSL certificate is a custom certificate tied into the Customer’s website, and hosted on a Global Crossing or subcontractor network. There is a set up fee for this service as well as a monthly recurring cost.
- 3.8.1 SAN Cert Option - Subject Alternative Name Cert: This is a more custom configuration than using the shared security cert as this option allows for a customer defined domain.
 - 3.8.2 Dedicated Cert Option: This cert includes a customer defined domain and distinct IP space (i.e. There are no other clients on the cert).
- 3.9 RSYNC / SSH Service (Replication) – Facilitates faster transfer of files between storage location and the origin storage platform. There is a setup fee for this service as well as a monthly recurring fee for supporting this RSYNC connection. RSYNC is a software application for Unix systems which synchronizes files and directories from one location to another. Secure Shell, or SSH, is a network protocol that allows data to be exchanged using a secure channel between two networked devices. RSYNC and SSH are often used together to keep file systems in sync between two machines.
- 3.10 Live Event VIP Service – VIP package, available for an additional fee, for major live events where Global Crossing has pre-event support, live real time during event monitoring and dedicated support resources at the NOC and post event recap.