



Smart Content Delivery™ Service Level Agreement

Version 2.0



1. Application of NTT America Smart Content Delivery SLA

This NTT America (NTTA) Smart Content Delivery™ Service Level Agreement (SLA) provides Customers with certain rights and remedies regarding NTTA's Smart Content Delivery ("SCD") performance. This NTTA SCD SLA applies only to SCD Customers and applies only to the SCD portion of the Services that Customer receives from NTTA.

2. Definitions

For purposes of this NTTA SCD SLA, the following terms have the meanings set forth below:

- **"SCD Content"** means cacheable objects (as defined below) which are delivered to a SCD cache server.
- **"Cache Servers"** means NTTA-owned and -operated servers for delivering SCD Content which are located on the NTTA Global IP Network at selected NTTA points of presence ("**Selected POPs**") (i) within the United States and the connections between them in the forty-eight continental United States (the "**North American Network**"), (ii) within Europe and the United States and the Trans-Atlantic connections between such Selected POPs (the "**Trans-Atlantic Network**") and (iii) within Asia and the United States and the Trans-Pacific connections between such Selected POPs (the "**Trans-Pacific Network**").
- **"SCD Service Outage"** means an instance in which no SCD Content is delivered for more than 15 consecutive minutes.
- **"Origin Server"** means Customer's Internet web site server.
- **"Cacheable Object"** means any web object designated by Customer on its Origin Server as being cacheable.
- **"Base Fee"** consists solely of the base monthly fee paid by Customer for the SCD service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for Internet access and local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under NTTA's standard rates, hourly support charges, and other types of optional additional services.
- **"Zone"** refers to one of the three geographic areas of service. These areas are U.S., Asia, and Europe.

3. NTTA SCD Availability

NTTA's goal is to deliver SCD Content 100% of the time. Subject to Sections 5 and 6 below, upon Customer's request, NTTA will issue a credit to Customer for SCD Service Outages in an amount equal to one day's worth of the Base Fee paid per affected Zone by Customer, multiplied by each 24-hour period in which Customer experiences a SCD Service Outage during a particular month.

4. Measurement

NTTA will periodically (on average every 15 minutes) measure SCD availability by requesting representative Cacheable Objects from Cache Servers at Selected POPs using software and hardware components capable of measuring traffic and responses at such

Selected POPs. NTTA reserves the right to periodically change the measurement points and methodologies it uses without notice to Customer. Availability is based on caching service being available from the zones for which the customer has contracted.

100% availability is determined by checking response from the cache servers for the requested health check object. SLA measurement system retrieves test content from cache servers every 15 minutes. Customers must store the health check content on the folder that NTT Communications specified on the customer's origin server.

5. Exceptions

Customer shall not receive any credits under this NTTA SCD SLA in connection with any SCD Service Outage caused by or associated with:

- A. Circumstances beyond NTTA's reasonable control, including, without limitation: acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike, or other labor disturbance; interruption of or delay in transportation; unavailability of or interruption or delay in telecommunications or third-party services; failure of third-party software; or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the NTTA SCD SLA.
- B. Failure of access circuits to the NTTA Backbone, unless such failure is caused solely by NTTA.
- C. Scheduled maintenance and emergency maintenance and upgrades.
- D. DNS issues outside the direct control of NTTA.
- E. Customer's Origin Server is not available.
- F. False SLA breaches reported as a result of outages or errors of any NTTA measurement system.
- G. Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the NTTA services in breach of NTTA's Terms and Conditions of Service or NTTA's Acceptable Use Policy.
- H. Planned maintenance.

6. Credit Request and Payment Procedures

In order to receive a credit under this SLA, Customer must first open a trouble ticket to report and request resolution to the incident. Customer may then make a credit request by submitting a billing ticket via the NTT America Enterprise Hosting Customer Portal located at us.portal.ntt.net. The credit request must include trouble ticket number(s) related to the credit request.

Each request in connection with a SCD Service Outage must be received by NTTA within seven days of the SCD Service Outage and must be confirmed by NTTA's measurements of SCD performance.

Each valid credit will be applied to an invoice of Customer within two billing cycles after NTTA's receipt of Customer's request thereof. Credits are exclusive of any applicable taxes charged to Customer or collected by NTTA.

Notwithstanding anything in this NTTA Smart Content Delivery SLA to the contrary, the total amount credited to a Customer in connection with in any calendar month will not exceed the Base Fee paid by Customer for such month.

Customer Credit Policy:

- A. If a zone's test result does not meet the guaranteed standards by the measurement methodology stipulated in the course of a day, NTTA will issue a 100% credit of the corresponding day's service charge for the zone affected. This is the base charge and minimum commitment data transfer charge and option services charge.
- B. The credit for one day is one thirtieth of the total amount of the monthly charge.
- C. The subject services are the following:
 - i. Basic Cache monthly charge
 - ii. Committed data transfer charge
 - iii. Additional Global DNS service monthly charge
- D. The credit is added up accordingly, but credit given cannot exceed the total monthly charge.