



# AKAMAI CONTENT DELIVERY SERVICES

## SERVICE LEVEL AGREEMENT

### I. Service Levels and Penalties

IBM agrees to provide Akamai Services Service, at a level of service demonstrating:

- (a) 100% Uptime: The Service will serve content 100% of the time.
- (b) Measurable Performance Enhancement: The Service will deliver content measurably faster than the Customer's web site.
- (c) Credits: If the Service fails to meet the above service levels, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurs, not to exceed 30 days of fees.

### II. SLA Monitoring Methodology

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

#### Agents and Polling Frequency

- (a) From at least six (6) geographically and network-diverse locations in major metropolitan areas, a simultaneously poll will be conducted of a test file residing on the Customer's production servers and on Akamai's network.

- (b) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on the Customer's origin server (i.e., origin.customer.com).

One GET operation will be performed to retrieve the file directly from the origin server (i.e., <http://origin.customer.com/testobject>), or via an Akamai SiteShield region if the customer is using the SiteShield feature.

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

- (c) The Akamaized test content must use a TTL of 2 hours or greater.
- (d) The test content will be a file of approximately 10 KB in size.
- (e) Polling will occur at approximately 12-minute intervals.
- (f) Based on the http GET operations described in II(b) above, the response times received from the two sources, (a) the Customer server (directly, or via a SiteShield region if applicable), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

### III. Performance Metric

The performance metric will be based on a daily average of performance for the Service and the Customer's production web server (measured directly, or via a SiteShield region if applicable), computed from data captured across all regions and hits. If on a given day the Akamai daily average time exceeds the Customer's daily average time, then the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for that day in which the failure occurs, not to exceed 30 days of fees.

### IV. Outages

An outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly, or via a SiteShield region if applicable). If an outage is identified by this method, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurred, not to exceed 30 days of fees.

### V. SLA Activation

In order to activate the Content Delivery Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(c) and (d) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager and, for customers using SiteShield, Akamai Professional Services. Customers using Remote SiteShield must ensure that their firewall configurations are updated to reflect changes made by Akamai to the SiteShield access control list no later than 60 days following notification by Akamai, via e-mail or the <https://control.akamai.com> customer portal, of such a change. Failure to timely update such firewall configurations will invalidate the performance portion of this SLA. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.



# APPLICATION ACCELERATION - STANDARD

## Web Application Accelerator (WAA)

### I. Service Levels

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

- (1) **Improvement Over Origin:** The daily average page delivery time using the WAA or DSA service will be at least 50% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 1.5 times the daily average page delivery time using the WAA or DSA service).
- (2) **100% Availability:** The Service will serve content 100% of the time.

### II. SLA Monitoring Methodology

#### A. Performance SLA Monitoring Methodology

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

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

#### B. Availability SLA Monitoring Methodology

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

Agents and Polling Frequency



(1) From at least six (6) geographically and network-diverse locations in major metropolitan areas, a simultaneously poll will be conducted of a test file residing on the Customer's production servers and on Akamai's network.

(2) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on the Customer's origin server (i.e., origin.customer.com).

One GET operation will be performed to retrieve the file directly from the origin server (i.e., http://origin.customer.com/testobject).

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

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

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

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

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

### **III. Outage**

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).

### **IV. SLA Activation**

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

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

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

In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Activation Tool located in the Provisioning Center on https://control.akamai.com (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on https://control.akamai.com; in addition, assistance is available from the Customer's Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

### **V. SLA Escalation**



In order to request a credit for a perceived service failure, Customer must, within five calendar days (120 hours) after the perceived failure, contact IBM Support in writing (which may be via e-mail ([ctssupp@us.ibm.com](mailto:ctssupp@us.ibm.com))), specifying the time period in which the failure is believed to have occurred.

## **VI. Remedies**

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



# APPLICATION ACCELERATION ADVANCED AND ENTERPRISE

## Terra Alta Enterprise Accelerator (Alta)

### A - 1: Service Levels

IBM through its vendor Akamai agrees to provide a level of service per the terms below:

#### a. Objective

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

#### b. SLA Monitoring Methodology

- (1) Performance SLA Monitoring Methodology

The following methodology will be employed to measure the performance improvement provided by the Terra Alta service:

- (a) A single static unauthenticated page (including HTML and associated embedded content), provided by Akamai, will be tested throughout the term of the Terra Alta Order Form for purposes of this SLA. A sample static page may be provided by Customer after review and acceptance by Akamai.
- (b) Delivery times will be tested using Akamai's Site Analyzer testing services to measure the daily average page delivery time computed from the complete global set of available Site Analyzer measurement agents. The tests will be configured to take place once an hour from the measurement agents.
- (c) This SLA assumes that there will be no material changes to the test content including, without limitation, metadata applied to the content, agent network used for testing, origin settings and origin; any such changes will nullify a deficient test result.
- (d) This SLA shall not apply if there is limited or no performance improvement due to causes originating from Customer's infrastructure or a third party's infrastructure outside of Akamai's control, including the Customer's DNS that provides the CNAME into the Akamai network. IBM reserves the right to remove DNS times from the speedup computation if deemed necessary.

#### c. Availability SLA Monitoring Methodology

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

- (1) Agents and Polling Frequency
  - (a) From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on Customer's production servers and on Akamai's network



- (b) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on Customer's origin server (i.e., origin.customer.com). One GET operation will be performed to retrieve the file directly from the origin server (i.e., http://origin.customer.com/testobject). The other GET operation will be performed to retrieve the file through the Terra Alta service, by requesting the object from the appropriate Customer hostname CNAMEd to Akamai (ie, http://www.customer.com/testobject, where www.customer.com is CNAMEd to Akamai and configured to pull content from origin.customer.com)

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

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

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

- (f) Based on the http GET operations described in (1)(b) above, the response times received from the two sources, (a) the Customer server (directly), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

#### d. **Outage**

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).

#### e. **SLA Activation**

- (1) Performance SLA Activation

To activate this SLA, Customer and IBM through its vendor Akamai will designate the applicable page as contemplated by "b"(1)(a) above. Customer shall be responsible for configuring such page to enable testing by the measurement agents. Customer shall be responsible for configuring the Site Analyzer service for measurement of the designated page.

- (2) Availability SLA Activation

In order to activate the Service Level Agreement, Customer must enter and indicate the location of two valid test files for the same object (as described in "c"(1)(b) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from Customer's Account Manager. The SLA will go into effect within five business days after Customer enters valid test files into the SLA Activation Tool.

#### f. **SLA Escalation**

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



**g. Remedies**

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



# WEBSITE ACCELERATION STANDARD

## Dynamic Site Accelerator

### I. Service Levels

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

- (1) Improvement Over Origin: The daily average page delivery time using the WAA or DSA service will be at least 50% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 1.5 times the daily average page delivery time using the WAA or DSA service).
- (2) 100% Availability: The Service will serve content 100% of the time.

### II. SLA Monitoring Methodology

#### A. Performance SLA Monitoring Methodology

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

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

#### B. Availability SLA Monitoring Methodology

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

Agents and Polling Frequency



(1) From at least six (6) geographically and network-diverse locations in major metropolitan areas, a simultaneously poll will be conducted of a test file residing on the Customer's production servers and on Akamai's network.

(2) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on the Customer's origin server (ie, origin.customer.com).

One GET operation will be performed to retrieve the file directly from the origin server (i.e., <http://origin.customer.com/testobject>).

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

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

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

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

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

### III. Outage

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).

### IV. SLA Activation

#### A. Performance SLA Activation

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

#### B. Availability SLA Activation

In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.



## **V. SLA Escalation**

In order to request a credit for a perceived service failure, Customer must, within five calendar days (120 hours) after the perceived failure, contact IBM Business Support Center in writing (which may be via e-mail ([ctssupp@us.ibm.com](mailto:ctssupp@us.ibm.com)), specifying the time period in which the failure is believed to have occurred.

## **VI. Remedies**

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



# WEBSITE ACCELERATION ADVANCED

## Dynamic Site Accelerator Premier (DSA Premier)

### NORTH AMERICA DOMESTIC SERVICE LEVEL AGREEMENT

#### I. Service Levels

Akamai agrees to provide a level of service for customers with origin infrastructure hosted in North America demonstrating:

- (1) Improvement Over Origin: The daily average page delivery time using the Dynamic Site Accelerator Premier service will be at least 30% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 1.3 times the daily average page delivery time using the Dynamic Site Accelerator Premier service).
- (2) 100% Availability: The Service will serve content 100% of the time.

#### II. SLA Monitoring Methodology

##### A. Performance SLA Monitoring Methodology

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

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

##### B. Availability SLA Monitoring Methodology

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

## Agents and Polling Frequency

(1) From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on the Customer's production servers and on Akamai's network

(2) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on the Customer's origin server (i.e., origin.customer.com).

One GET operation will be performed to retrieve the file directly from the origin server (i.e., <http://origin.customer.com/testobject>).

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

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

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

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

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

## III. Outage

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).

## IV. SLA Activation

### A. Performance SLA Activation

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

### B. Availability SLA Activation

In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

## **V. SLA Escalation**

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

## **VI. Remedies**

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

# **EUROPE SERVICE LEVEL AGREEMENT**

## **I. Service Levels**

Akamai agrees to provide a level of service for customers with origin infrastructure hosted in Europe demonstrating:

(1) Improvement Over Origin: The daily average page delivery time using the Dynamic Site Accelerator Premier service will be at least 30% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 1.3 times the daily average page delivery time using the Dynamic Site Accelerator Premier service).

(2) 100% Availability: The Service will serve content 100% of the time.

## **II. SLA Monitoring Methodology**

### **A. Performance SLA Monitoring Methodology**

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

(1) A single static unauthenticated page (including HTML and associated embedded content), selected and agreed upon by Akamai and Customer, will be tested throughout the term of the Dynamic Site Accelerator Premier Order Form for purposes of this SLA. Akamai will make a sample static page (including HTML and associated embedded content) available for use by customers.

(2) Delivery times will be tested using Akamai's Site Analyzer testing services to measure the daily average page delivery time computed from the complete set of available Site Analyzer measurement agents in Europe. The tests will be configured to take place once an hour from the measurement agents.

(3) This SLA assumes that there will be no material changes to the test content including, without limitation, metadata applied to the content, agent network used for testing, origin settings and origin infrastructure; any such changes will nullify a deficient test result.



(4) This SLA shall not apply if there is limited or no performance improvement due to causes originating from Customer's infrastructure or a third party's infrastructure outside of Akamai's control, including the customer's DNS that provides the CNAME into the Akamai network. Akamai reserves the right to remove DNS times from the speedup computation if deemed necessary.

## **B. Availability SLA Monitoring Methodology**

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

### **Agents and Polling Frequency**

(1) From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on the Customer's production servers and on Akamai's network

(2) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on the Customer's origin server (i.e., origin.customer.com).

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

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

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

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

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

## **III. Outage**

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).

## **IV. SLA Activation**

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

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

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



In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

## **V. SLA Escalation**

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

## **VI. Remedies**

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



# WEBSITE ACCELERATION ENTERPRISE

## Aqua Ion

Aqua Ion has a substantially similar structure to its predecessor Dynamic Site Accelerator- Premier. Aqua Ion offers a 100% global SLA.

### Global SLA

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

(1) Improvement Over Origin: The daily average page delivery time using the Ion service will be at least 100% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 2 times the daily average page delivery time using Akamai's Aqua Ion service).

(2) 100% Availability: The Service will serve content 100% of the time.

### North America

Akamai agrees to provide a level of service for customers with origin infrastructure hosted in North America demonstrating:

(1) Improvement Over Origin: The daily average page delivery time using the Ion service will be at least 30% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 1.3 times the daily average page delivery time using the Aqua Ion service).

(2) 100% Availability: The Service will serve content 100% of the time.

### Europe

Akamai agrees to provide a level of service for customers with origin infrastructure hosted in Europe demonstrating:

(1) Improvement Over Origin: The daily average page delivery time using the Ion service will be at least 30% faster than the daily average delivery time for the same page delivered from the Customer's origin server (defined as the daily average page delivery time from origin being at least 1.3 times the daily average page delivery time using the Ion service).

(2) 100% Availability: The Service will serve content 100% of the time.

### SLA Monitoring Methodology

**Performance SLA Monitoring Methodology:** The following methodology will be employed to measure the performance improvement provided by the Aqua Ion service:



- A single static unauthenticated page (including HTML and associated embedded content), provided by Akamai, will be tested throughout the term of the Aqua Ion Order Form for purposes of this SLA. A sample static page may be provided by the Customer after review and acceptance by Akamai.
- Delivery times will be tested using Akamai's Site Analyzer testing services to measure the daily average page delivery time computed from the complete global set of available Site Analyzer measurement agents. The tests will be configured to take place once an hour from the measurement agents.
- This SLA assumes that there will be no material changes to the test content including, without limitation, metadata applied to the content, agent network used for testing, origin settings and origin; any such changes will nullify a deficient test result.
- This SLA shall not apply if there is limited or no performance improvement due to causes originating from Customer's infrastructure or a third party's infrastructure outside of Akamai's control, including the customer's DNS that provides the CNAME into the Akamai network. Akamai reserves the right to remove DNS times from the speedup computation if deemed necessary.
- **Availability SLA Monitoring Methodology:** The following methodology will be employed to measure the Service availability:
  - Agents and Polling Frequency
    - From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on the Customer's production servers and on Akamai's network.
    - The polling mechanism will perform two (2) simultaneous http GET operations:
      - o A test file will be placed on the Customer's origin server (i.e., origin.customer.com). One GET operation will be performed to retrieve the file directly from the origin server (i.e., http://origin.customer.com/testobject). The other GET operation will be performed to retrieve the file through the Aqua Ion service, by requesting the object from the appropriate customer hostname CNAMEd to Akamai (i.e., http://www.customer.com/testobject, where www.customer.com is CNAMEd to Akamai and configured to pull content from origin.customer.com).
      - o The Akamaized test content must use a TTL of 2 hours or greater.
      - o The test content will be a file of approximately 10 KB in size.
  - Polling will occur at approximately 6-minute intervals.
  - Based on the http GET operations described in (1)(b) above, the response times received from the two sources, (a) the Customer server (directly), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

## Outage

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).



## **SLA Activation**

### Performance SLA Activation

To activate this SLA, Customer and Akamai will designate the applicable page as contemplated by “b”(1)(a ) above. Customer shall be responsible for configuring such page to enable testing by the measurement agents. Customer shall be responsible for configuring the Site Analyzer service for measurement of the designated page.

### Availability SLA Activation

In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai’s Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer’s Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

## **SLA Escalation**

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

## **Remedies**

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

## MOBILE ACCELERATION – STANDARD

### Akamai Mobile Accelerator

#### Performance SLA Monitoring Methodology:

The following methodology will be employed to measure the performance improvement provided by the Aqua Mobile service:

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

#### Availability SLA Monitoring Methodology:

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

- Agents and Polling Frequency
- From at least six (6) geographically and network-diverse locations in major metropolitan areas, Akamai will simultaneously poll a test file residing on the Customer's production servers and on Akamai's network
- The polling mechanism will perform two (2) simultaneous http GET operations:
  - o A test file will be placed on the Customer's origin server (i.e., origin.customer.com). One GET operation will be performed to retrieve the file directly from the origin server (i.e., http://origin.customer.com/testobject). The other GET operation will be performed to retrieve the file through the Aqua Mobile service, by requesting the object from the appropriate customer hostname CNAMEd to Akamai (i.e., http://www.customer.com/testobject, where www.customer.com is CNAMEd to Akamai and configured to pull content from origin.customer.com)
  - o The Akamaized test content must use a TTL of 2 hours or greater.

- o The test content will be a file of approximately 200 KB in size.
- Polling will occur at approximately 6-minute intervals.
- Based on the http GET operations described in (1)(b) above, the response times received from the two sources, (a) the Customer server (directly), and (b) the Akamai network, will be compared for the purpose of measuring performance metrics and outages.

## **Outage**

An availability outage is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server (directly).

## **SLA Activation**

### Performance SLA Activation

To activate this SLA, Customer and Akamai will designate the applicable page as contemplated by “b”(1)(a ) above. Customer shall be responsible for configuring such page to enable testing by the measurement agents. Customer shall be responsible for configuring the Site Analyzer service for measurement of the designated page.

### Availability SLA Activation

In order to activate the Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(B) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai’s Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer’s Account Manager. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

## **SLA Escalation**

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

## **Remedies**

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

# MEDIA DELIVERY – STANDARD

## HD Network Solution:

### Section 1: Standard Downloads

#### I. Service Levels and Penalties

IBM agrees to provide a level of service demonstrating:

- (a) 100% Uptime: The Service will have no Outages (as defined herein below).
- (b) Performance: The service will provide performance equivalent to or better than the customer origin site.
- (c) Credits: If the Service fails to meet the above service levels, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurs, not to exceed 30 days of fees.

#### II. SLA Monitoring Methodology

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

##### Agents and Polling Frequency

- (a) From at least six (6) geographically and network-diverse locations in major metropolitan areas, a simultaneously poll will be conducted of a test file residing on the Customer's production servers and on Akamai's network
- (b) The polling mechanism will perform two (2) simultaneous http GET operations:
  - A test file will be placed on the Customer's origin server (i.e., origin.customer.com).
  - One GET operation will be performed to retrieve the file directly from the origin server (i.e., <http://origin.customer.com/testobject>)
  - The other GET operation will be performed to retrieve the file through the Service, by requesting the object from the appropriate customer hostname CNAMEd to Akamai (i.e., <http://www.customer.com/testobject>, where www.customer.com is CNAMEd to Akamai and configured to pull content from origin.customer.com)
- (c) The Akamaized test content must use a TTL of 2 hours or greater.
- (d) The test content will be a file of 10 KB at most in size.
- (e) Polling will occur at approximately 6-minute intervals.



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

### **III. Performance Metric**

The performance metric will be based on a daily average of performance for the Service and the Customer's production web server (measured directly, or via a SiteShield region if applicable), computed from data captured across all regions and hits. If on a given day the Akamai daily average time exceeds the Customer's daily average time, then the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for that day in which the failure occurs, not to exceed 30 days of fees.

### **IV. Outages**

An "Outage" is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server. If an Outage is identified by this method, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurred, not to exceed 30 days of fees.

### **V. SLA Activation**

In order to activate the Media Delivery Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(c) and (d) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager and for customers using Akamai Professional Services. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

## **Section 2: Background Downloads**

### **I. Service Levels and Penalties**

IBM agrees to provide a level of service demonstrating:

- (a) 100% Uptime: The Service will have no Outages (as defined herein below).
- (b) Credits: If the Service fails to meet the above service level, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurs, not to exceed 30 days of fees.

### **II. SLA Monitoring Methodology**

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

Agents and Polling Frequency

- (a) From at least six (6) geographically and network-diverse locations in major metropolitan areas, a simultaneously poll will be conducted of a test file residing on the Customer's production servers and on Akamai's network



- (b) The polling mechanism will perform two (2) simultaneous http GET operations:

A test file will be placed on the Customer's origin server (i.e., origin.customer.com).

One GET operation will be performed to retrieve the file directly from the origin server (i.e., <http://origin.customer.com/testobject>)

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

- (c) The Akamaized test content must use a TTL of 2 hours or greater.
- (d) The test content will be a file of 10 KB at most in size.
- (e) Polling will occur at approximately 6-minute intervals.

### III. Outages

An "Outage" is defined as a period of at least two consecutive failed attempts six minutes apart by a single agent to GET the Customer test file from the Service while succeeding to GET the test file from the Customer Origin Server. If an Outage is identified by this method, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurred, not to exceed 30 days of fees.

### IV. SLA Activation

In order to activate the Media Delivery Service Level Agreement, the Customer must enter and indicate the location of two valid test files for the same object (as described in II(c) and (d) above) into the SLA Activation Tool located in the Provisioning Center on <https://control.akamai.com> (Akamai's Customer Portal). Detailed instructions are provided with the SLA Activation Tool on <https://control.akamai.com>; in addition, assistance is available from the Customer's Account Manager and for customers using Akamai Professional Services. The SLA will go into effect within five business days after the Customer enters valid test files into the SLA Activation Tool.

## Section 3: Streaming

### I. Service Levels and Credits

IBM agrees to provide a level of service demonstrating:

- (a) 100% Uptime: The Akamai Media Delivery Streaming service will have no network Outages (as defined below).
- (b) Credits: If the Akamai Media Delivery Streaming Service fails to meet the above service level, the Customer will receive (as its sole remedy) a credit equal to Customer's or such domain's committed monthly service fee for the day in which the failure occurs, not to exceed 30 days of fees.

### II. SLA Monitoring Methodology





The following methodology will be employed to measure Media Delivery Streaming service availability:

#### Agents and Polling Frequency

- (a) From six (6) geographically and network-diverse locations in major metropolitan areas, a simultaneously poll will be conducted of the domain identified on Akamai's network by the Customer's ARL.
- (b) The polling mechanism will perform a PING operation, sending a packet of data and waiting for a reply. Success of the PING operation is defined as a reply being received.  
  
(e.g.,) PING a1432.m.akastream.net
- (c) Polling will occur at approximately 6-minute intervals.
- (d) Based on the PING operation described in II (b) above, the response will be assessed for the purpose of measuring Outages.

### **III. Outages**

An "Outage" is defined as a 12-minute period of consecutive failed attempts by all six agents to PING the ARL domain on the Akamai Media Delivery Streaming network. If an Outage is identified by this method, the Customer will receive (as its sole remedy) a credit equivalent to the fees for the day in which the failure occurred.

### **IV. Miscellaneous**

This SLA maybe superseded by other subsequent Akamai Service Level Agreements without prior written notice to Customer. Akamai reserves the right to limit Customer's use of the Akamai streaming network in excess of Customer's committed usage in the event that force majeure events, such as war, natural disaster or terrorist attack, result in extraordinary levels of traffic on Akamai's network.