SERVICE SUPPLEMENT
DELIVERY SERVICES

1.   Delivery Services – Description. Edgio shall provide the Edgio digital media management, content delivery network ("**CDN**"), network capacity and storage services (collectively, "**Delivery Services**").

2.   Fees and Charges.   Customer shall pay to Edgio all fees or charges incurred on Customer's account in full, as set forth in this Agreement and any SO or SOW, without set-off, withholding or deduction by Customer, regardless of whether or how much Customer uses the Delivery Services. Edgio shall provide notice to Customer of rate changes to the Delivery Services. The new rates shall be effective on the date set forth in the notice. Edgio makes available to Customer, through the Edgio reporting tools, data regarding Customer's billable usage of bandwidth or Services on which the fees or charges are assessed; but Edgio is not responsible for notifying Customer of usage or activity patterns occurring on Customer's account.

3.   Encryption. Customer shall be solely responsible for any encryption of Customer Content on or in connection with the Delivery Services.

4.   Acceptance of SO or SOW. Edgio shall not be bound to provide Delivery Services until the applicable SO or SOW has been mutually accepted. However, if Customer begins using Delivery Services before the Service Start Date set forth in an applicable SO or SOW, the provision and use of such Delivery Services nonetheless shall be governed by the terms of such SO or SOW.

5.   SLA. The Delivery Services SLA is attached as Attachment 1 and incorporated herein by this reference.

6.   Payment. Edgio shall submit invoices (electronically or otherwise) to Customer for amounts due under a SO or SOW. Payment is due within 30 days of invoice date.

7.   Invoicing.   Except as otherwise expressly stated in an SO applicable to the Services, Edgio shall invoice Customer (1) quarterly, in advance, for monthly recurring fees ("MRC") for Services and for any nonrecurring fees ("NRC") (including any other set-up or one-time fees) or monthly, in advance, for MRCs and NRCs including any other set-up or other one-time fees if Customer has pre-authorized automatic payments via credit card; and (2) monthly, in arrears, for charges for use of the Services that exceed the applicable MRCs ("Overages"), as set forth in the applicable SO. Edgio will begin invoicing Customer on the Service Start Date, even if Edgio cannot begin timely delivery of Services for any reason caused by Customer. All fees or charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing. For each credit/debit card chargeback decided in Edgio's favor, Edgio may invoice Customer a $25.00 charge to recover costs and may pursue any other remedies available herein.   Any Credit granted under the applicable SLA, as defined therein, shall be applied to the next applicable invoice.

7.1.   Transaction Volumes, Logs, Sub-Accounts.

a.   For transaction invoicing purposes, delivered objects smaller than 1 kilobyte ("**kB**") in size shall be rounded up to 1 kB. Delivery measurements shall include transferred FTP and rsync data. If at least five percent of Customer's transactions are erroneous (e.g., HTTP 1.1 standard errors that include HTTP status codes 403, 404, 500, 502 or 504), Edgio reserves the right to invoice Customer additional charges, up to $0.01 per 1,000 transactions.

b.   If Customer has enabled logging functionality and is generating more than 5,000,000,000 log records per month, Edgio reserves the right to invoice Customer additional charges, up to $0.01 per 1,000 log records processed.

c. If Customer has purchased partner control center functionality, Edgio reserves the right to invoice Customer an additional monthly charge of $1.00 for each Customer sub-account beyond the initial 50 created within Customer's account.

7.2. 95th Percentile Basis. As specified in the applicable SO or SOW, for Delivery Services provided on a megabits-per-second ("**Mb/s**") or burst-able basis ("**95th Percentile Basis**"), Customer agrees to a monthly minimum commitment for bandwidth use, with the opportunity to 'burst' beyond such commitment subject to a charge for each Mb/s of excess use. A gigabyte ("**GB**") means 1,000,000,000 bytes of data transferred (for Delivery Services other than dedicated storage) or data stored (for storage Services). Each month, Customer is responsible for paying the greater of (1) the applicable charges for Delivery Services provided to Customer during the period on a 95th Percentile Basis or (2) Customer's applicable MRC. Every five minutes, Edgio's bandwidth monitoring shall sample (i.e., record a data point reflecting Customer's bandwidth use) the inbound and outbound bandwidth for each Delivery Services connection. This sample shall represent the average aggregate use of all Customer Delivery during that five-minute increment. Edgio shall store all such samples for one month. At the end of the month, Edgio shall collect and sort all such samples from highest to lowest, discarding the top five percent of inbound samples and outbound samples. The next highest remaining sample on the combined inbound and outbound shall represent the 95th Percentile Basis result. The following is the formula based on a 30-day month of Services use: 12 (Samples/Hour) x 24 (Hours/day) x 30 (days/Month) = 8,640 Samples/Month. Five percent of the 8,640 Samples/Month = 432 Samples/Month are discarded. The highest remaining data sample in the inbound or outbound represents the 95th Percentile Basis, for purposes of calculating total bandwidth use. Edgio shall use the 95th Percentile Basis result as the basis for calculating any additional fees or charges for use of Delivery Services during that month in excess of Customer's applicable MRCs. If the 95th Percentile Basis result falls below the minimum use commitment, Edgio shall not invoice additional fees or charges. To calculate the 95th Percentile Basis, Edgio shall disregard samples with zero inbound or outbound data. For example, to enable use of Services for short events (e.g., three hour duration) at fair pricing, Edgio shall calculate the 95th Percentile Basis only from sample data obtained during the event.

7.3. Invoicing for Storage Services. For storage Services, each month Customer is responsible for paying the greater of (1) Customer's MRC for such storage Services or (2) the highest per-GB usage level for storage Services during that month (i.e., high-water mark) multiplied by the per-GB storage Services rates set forth in the applicable SO or SOW.

7.4. Termination. If Customer terminates an SO or SOW without cause or if Edgio terminates the applicable SO or SOW for cause, then Customer shall be invoiced and shall pay to Edgio an amount equal to (i) Customer's MRCs multiplied by the number of months remaining in the term of the applicable SO or SOW and (ii) Customer's average monthly Overages multiplied by the number of months remaining in the term of the applicable SO or SOW.

8. COMMERCE ACCELERATION SOLUTION. Edgio provides a dedicated CDN focused on commerce ("**Commerce Acceleration Solution**") that has been certified by a qualified security assessor for the Payment Card Industry Data Security Standard ("**PCI DSS**"). Edgio shall undertake an annual audit for purposes of ongoing PCI DSS Level-1 recertification. Upon request by Customer, Edgio shall make available the most recent signed Certificate of Compliance issued to Edgio. Any and all usage of the Commerce Acceleration Solution shall be in compliance with PCI DSS. Customer shall not cache or store any Cardholder Data (as defined in the PCI DSS) on the Commerce Acceleration Solution. Network scanning or penetration or similar testing may be performed on the Commerce Acceleration Solution environment, subject to additional charges, and only with express prior approval from Edgio.

This Service Level Agreement ("**Delivery Services SLA**") shall only apply to Delivery Services.

1. Definitions.

     a. "**Customer Content,**" for purposes of this Delivery Services SLA means objects delivered from a Delivery Server.

     b. "**Delivery Server**" means Edgio-owned and operated servers for delivering Customer Content located on the CDN at Edgio's Points of Presence (each, a "**POP**").

     c. "**Services Outage**" means an instance in which Delivery Services are completely unavailable for more than 15 consecutive minutes.

     d. "**Origin Server**" means either Edgio's or Customer's Internet web server, where Customer Content is stored for retrieval by Delivery Servers.

2. SLA. This Service Level Agreement shall only apply to Delivery Services, as defined within this attachment.

     2.1. **Guarantee of 100% Uptime**. Subject to the SLA Exceptions set forth below, Edgio provides an uptime guarantee of 100% to Customer covering (a) uptime of the Edgio content delivery network and (b) Customer Content delivery uptime and availability. Periodically (i.e., every 15 minutes or more often), Edgio shall measure Customer Content delivery availability by requesting representative Customer Content from Delivery Servers at selected POPs, using software and hardware components capable of measuring Delivery and responses at the selected POPs..

     a. To be eligible for a Credit under this SLA, Customer must be in good standing with no delinquent invoices, in addition to any other SLA requirements.

     b. Credit will only be issued if the Customer has paid in full for all Services covering the time period within which the Credit is requested. Credit will not be issued if the Customer is in breach of the Agreement, including an applicable SO.

     c. If Customer is eligible to receive more than one Credit attributable to the same SLA failure, Customer shall only receive one Credit equal to the highest of all Credits then available.

     d. Edgio may modify any SLA from time to time, effective upon notice to Customer or posting of the revised SLA on Edgio's website or other Service specific website as applicable. Continued use of Services 15 days after the date of such notice or posting shall constitute assent to the modified SLA.

     2.2. **SLA Exceptions.** Customer shall <u>not</u> be eligible to receive a Credit and Edgio shall not be held responsible for a SLA failure, if a Services Outage (as defined above) or other service level failure occurs due, directly or indirectly, to the following (collectively, the "**SLA Exceptions**"): (i) Force Majeure Events; (ii) DNS issues beyond Edgio's direct control; (iii) scheduled maintenance and emergency maintenance and upgrades; (iv) failure or unavailability of hardware that Customer provides or controls, including, but not limited to, any Customer origin server; (v) failure or unavailability of any third party or public network or system, or software applications or code that Customer provides to Edgio, or the interactions of these items; (vi) negligent acts or omissions, willful misconduct or breach of an applicable SO, Services Supplement, or the Agreement by Customer or others engaged or authorized by Customer; or (vii) stream buffering that occurs due to, or associated with, conditions beyond Edgio's network or Edgio's immediate control.

3. Credits and Credits Claims.

     a. In order to be eligible for a Credit Claim, as defined below, Customer must notify Customer Support at Edgio of any Services Outage, using the procedures set forth by Edgio by emailing support@edg.io, within five business days following the Services Outage.

     b. To request a Credit under this SLA, Customer must submit a request in writing via email to slaguarantee@edg.io. The request must include Customer's (a) company name, (b) contact name, (c) email address, (d) phone number (e) the date(s) of the suspected Services Outage, (f) a reasonably detailed description of the reason for the Credit request, and (g) the duration of the Services Outage, network traceroutes, the URL(s) affected and any attempts made by Customer to resolve the Services Outage (a "**Credit Claim**").

     c. Edgio must receive the Credit Claim within 30 days after the suspected Services Outage has occurred including sufficient evidence to support the Credit Claim from the Customer.

     d. The suspected Services Outage must be capable of confirmation by Edgio's measurement tools. Edgio will use all information reasonably available to it to validate Credit Claims and make a good faith judgment on whether the SLA applies to the Credit Claim.

     e. A Credit may not be transferred or applied to any other Edgio account.

     f. Any issued Credit shall be applied to Customer's invoice within two invoicing cycles after Edgio initially received the Credit request. Credits are exclusive of any Taxes charged to Customer or collected by Edgio.

     g. A Credit is calculated on the basis of a 30-day month. Notwithstanding anything in this SLA to the contrary, total Credits issued to Customer in connection with any calendar month shall not exceed 50% of the Base Charge paid by Customer for such month. "**Base Charge**" consists solely of the committed base monthly charge paid by Customer for the Delivery Services at issue and excludes all other fees or charges that might be paid by Customer including, but not limited to, setup charges, charges for additional or other services, incremental bandwidth usage, professional services, and any other type of optional additional services.

     h. Credits are exclusive of any Taxes charged to Customer or collected by Edgio.

     i. Calculation of Credits: Subject to the terms and conditions of this Delivery Service SLA, Edgio shall issue to Customer a credit for a Services Outage in an amount equal to the lesser of one day's worth of the Base Charge paid by Customer, multiplied by each 24-hour period in which Customer experiences a Services Outage during a particular month.

     j. Edgio reserves the right to periodically change the measurement points and methodologies it uses. This Delivery Services SLA sets forth Customer's sole and exclusive remedy for a Services Outage and other issues related to the Delivery Service.