

ADDITIONAL TERMS APPLICABLE TO STORAGE SERVICES

1. Storage Services – Description. In providing the Storage Services, Edgio may utilize third party providers (“Suppliers”). Storage services allow Customers access to a Locally Redundant, Hot Access tier, Blob Storage service (collectively, “Storage Services”):

Definitions:

"Blob Storage Account": is a storage account specialized for storing data as blobs (binary large objects).

"Hot Access Tier": is an attribute of a blob or account indicating it is frequently accessed.

"Locally Redundant Storage (LRS) Account": is a storage account for which data is replicated synchronously only within a Primary Region.

"Primary Region": is a geographical region in which data within a storage account is located, as selected by Customer when creating the storage account. Customers may execute write requests only against data stored within the Primary Region associated with storage accounts.

2. Modifications, New Releases and Third Party Products: Customer acknowledges that Suppliers of the Storage Services may make modifications or issue new releases of the Storage Services over which Edgio has no control. In such event you acknowledge that certain functionality or features may change or may no longer be available and/or additional license terms or fees may apply to implement additional functionality. The Storage Services may include third party programs. Additional terms may apply to Customer’s use of those programs and Customer agrees to comply with the same.

3. Customer obligations. Customer is responsible for managing the Storage Services unless otherwise agreed in writing. By way of example, and not limitation, Customer is responsible for (1) maintaining the confidentiality of any authentication credentials associated with Customer’s use of the Storage Services, (2) notifying and obtaining the consent of its users that data may be processed for the purpose of providing the Services, including disclosing it to law enforcement or other governmental agencies, (3) responding to requests by a third party regarding use of the Storage Services, such as a take-down request under applicable law, and (4) complying with all technical limitations. Storage Services may only be used in conjunction with Edgio Services providing content delivery and Customer must be under an existing order for Services.

4. Customer Content. Solely in connection with Customer’s use of the Storage Services, Customer acknowledges that the third party service provider will store Customer Content and maintain Customer Content on its storage services. All Customer Content and rights therein shall remain the property of Customer. Customer will secure and maintain all rights, licenses, and approvals in and for Customer Content necessary for Edgio and its Suppliers to provide the Storage Services without violating the rights of any third party. Neither Edgio nor its Suppliers assume any obligations with respect to Customer Content or to Customer’s use of the Storage Services. Customer shall have sole responsibility for maintaining Customer Content, including maintaining original files and backup files of Customer Content, and Edgio shall not be liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Content.

5. Intellectual Property. Subject to the terms of this Service Supplement and the Agreement, Edgio grants to Customer the right to access and use the Storage Services during the term of the applicable SO

solely for the purposes permitted by the Agreement. Subject only to the foregoing, Edgio and/or its Suppliers retain all worldwide rights, title and interest in and to the Storage Services, equipment, network and methodologies, software and Intellectual Property Rights embodied therein or related thereto, whenever developed.

6. **Territory.** The Storage Services are made available for Customers in the following regions and countries:

Azure Region	Azure Location
Australia East	New South Wales
Australia Southeast	Victoria
Brazil South	Sao Paulo
Canada Central	Toronto
Canada East	Quebec City
Central India	Pune
Central US	Iowa
East Asia	Hong Kong
East US	Virginia
East US 2	Virginia
Japan East	Tokyo
Japan West	Osaka
Korea Central	Seoul
Korea South	Busan
North Central US	Illinois
North Europe	Ireland
South Central US	Texas
Southeast Asia	Singapore
South India	Chennai
West Central US	West Central US
West Europe	Netherlands
West India	Mumbai

West US	California
West US 2	Washington

Availability of the Storage Services, some functionality, and language versions varies by region. Customer shall fully comply with all export, import and sanctions laws, regulations, rules and orders of the United States, or any foreign government agency or authority, and shall not directly or indirectly export, re-export, transfer, or release any commodities, software or technology or data for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. Customer further assumes responsibility for and bears all expenses relating to Customer's compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

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. For storage Services, each month Customer is responsible for paying the greater of (1) Customer's MRC for Storage Services or (2) the highest hourly 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. For each credit/debit card chargeback decided in Edgio's favor, Edgio may invoice Customer a \$25.00 charge to recover costs and pursue any other remedies available herein. 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, without set-off, withholding or deduction by Customer. All fees or charges shall be invoiced and payable in United States dollars, unless otherwise mutually agreed in writing. Edgio shall provide notice to Customer of rate changes to the Storage Services. The new rates shall be effective on the date set forth in the notice.

8. **Suspension.** In addition to any other suspension rights set forth in the Agreement, Edgio may suspend Customer's Storage Services (in whole or in part) with or without notice (1) if Customer or its users use the Storage Services in a way that Edgio or its Suppliers believe is fraudulent or illegal, or in violation of the rights of a third party, poses a threat to the security, functionality or integrity of the Storage Services, of our network or services, or of other customers, (2) in an emergency, (3) to protect against or prevent unauthorized access to, misuse of (including distribution of spam, spoofing, or malware), or tampering with the Storage Services or our network or services, (4) as necessary to comply with a legal requirement, or (5) for Customer's material breach of the Agreement.

9. **Termination.** If Customer terminates an SO without cause, or if Edgio terminates the applicable SO for cause, then Customer shall be invoiced and shall pay to Edgio an amount equal to Customer's MRCs multiplied by the number of months remaining in the term of the applicable SO. If Edgio determines that, for any reason, it shall no longer be able to provide the Storage Services, Edgio may terminate any applicable SO, in whole or in part, without further obligation, upon 30 days' notice to Customer. Upon termination, Edgio will delete Customer's Storage Service account which will result in the deletion of all Customer Data stored in the Storage Service. It is the Customers responsibility to remove any and all data from the Storage Service prior to termination.

10. **Service Level Agreement.** The Service Level Agreement for the Storage Services is set forth in Attachment 1.

11. **Service Restrictions.** Customer shall not (and shall not allow any third party to): (a) reverse engineer, disassemble, decompile or otherwise duplicate, or attempt to reverse engineer, disassemble, decompile or otherwise duplicate, the Storage Services or any component thereof; (b) circumvent or attempt to circumvent any technical limitations in the Storage Services or any of the attendant technology; (c) use the Storage Services (or any component thereof, including any information or materials provided in connection with the Storage Services) to develop any technology, products or services that are identical to or similar to the Storage Services; (d) use the Storage Services in violation of the rights of others, including other customers of Edgio or its Suppliers, (e) use the Storage Services for any high risk use (where failure or fault of the Storage Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage, (f) place or store any Customer Content on the Storage Services or use the Storage Services in a manner that may compromise the security or integrity of the Storage Services, that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive fraudulent, invasive of another's privacy or other rights, (g) access or otherwise use the Storage Services or any component thereof in violation of the Agreement; or (g) transfer, assign, distribute, license, sublicense, rent, lease, barter, resell, or commercially exploit the Storage Services in any manner not expressly permitted by the Agreement.
12. **Disclaimer. The Storage Services are provided "AS IS" with all faults, and neither Edgio nor its Suppliers make any and disclaim all representations or warranties of any kind, express or implied, statutory or otherwise in law or from a course of dealing or usage of trade with respect to the Storage Services to the fullest extent permitted by law, including any representation or warranty that the Storage Services will be uninterrupted, fully secure, or error free. Customer acknowledges and agrees that its sole and exclusive remedy with respect to the Storage Services are the service level credits set forth herein.**
13. **Supplier Confidential Information.** Customer agrees to protect the Confidential Information of Edgio's Suppliers (as such Confidential Information may be provided to Customer in association with the provision of the Storage Services) from unauthorized use and disclosure, and shall not use such Confidential Information for any purpose other than to exercise its rights and obligations associated with the Storage Services, and shall not disclose the Confidential Information to any other party other than to its agents, employees and contractors whom are bound by a duty of confidentiality no less protective than these terms. Customer agrees to return or irrevocably destroy all such Confidential Information upon the expiration or termination of the Term. Customer agrees to take such precautions that are no less protective than those used by the Customer to protect its own information of similar import to protect such Confidential Information from unauthorized use and disclosure, but in no event shall such precautions be less than reasonable precautions to protect such Confidential Information from unauthorized use and disclosure. Customer agrees that that money damages may not be an adequate remedy for a breach of this paragraph, and that Edgio and its Suppliers may be entitled to equitable relief, including an injunction and specific performance, in the event of any actual or threatened breach of this paragraph, in addition to any other rights or remedies that Edgio may have, whether at law or in equity.
14. **Support.**

Incident Management:

Edgio Customers may submit Incidents for services requests or Break/Fix resolution of service via 1) the ServiceNow portal or 2) by sending an email to support@edgecast.com, which will create a ServiceNow ticket.

The Edgio NOC will be responsible for basic triage and troubleshooting with a primary focus on being able to detect and deflect issues that may lie with the customer infrastructure.

Categorization of Tickets:

Incidents are categorized as set forth below.

Impact Level	Definition
1 – Critical	An issue that has a significant business impact or an immediate severe impact to a core business process or an operation that is mission critical to the business. The event and/or problem may render the Service non-functional. The customer must participate on a customer bridge while the issue is being resolved.
2 – High	An event that severely limits the operation of the service and affects the customer's core business in one or more locations and must be resolved expeditiously.
3 – Medium	An event that affects the operation of a service but there is little to no disruption to the service. A known workaround is available for the issue. Does not require immediate attention.
4 – Low	Service request and/or inquiry. Possible impact to service. Does not require immediate attention.

Customer Feedback Times:

Priority	Response Time Frame
PRIORITY: 1 CRITICAL	Real time updates via phone call
PRIORITY: 2 HIGH	30 Minutes - 1 Hour
PRIORITY:3 MEDIUM	Once every 4 hours
PRIORITY: 4 STANDARD	Once daily

15. Indemnification. In addition to its indemnification obligations in the Agreement, Customer agrees to indemnify, defend and hold harmless Edgio and its directors, officers, shareholders, employees, agents, Suppliers, contractors, and their respective successors and assigns, from any liability (including damages, settlements, judgments, awards, and government fines) arising from or related to its use of the Storage Services and shall reimburse for all reasonable legal fees and expenses related thereto.

16.. Suppliers as Third Party Beneficiary. Edgio's provider of the Storage Services shall be deemed a third party beneficiary for the purposes of pursuing any rights and remedies directly against Customer.

ATTACHMENT 1 TO SERVICE SUPPLEMENT

The Service Level Agreement ("**Storage Services SLA**") shall apply only to the Storage Services.

1. Definitions.

"**Applicable Monthly Period**" means, for a calendar month in which a Service Credit is owed, the number of days that Customer subscribes to the Storage Service.

"**Applicable Monthly Service Fees**" means the total fees actually paid by Customer for the Storage Service that are applied to the month in which a Service Credit is owed.

"**Service Credit**" is the percentage of the Applicable Monthly Service Fees credited to the Customer following Edgio's claim approval.

"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"**Excluded Transactions**" are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions. Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; copying blobs or files between storage accounts.

"**Error Rate**" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

"**Total Storage Transactions**" is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

"**Monthly Uptime Percentage**" is Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

"**Failed Storage Transactions**" is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service. Failed Storage Transactions do not include: Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles. Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above

Request Types	Maximum Processing Time
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PutBlob and GetBlob	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
All other Blob Operations	Two (2) seconds

2. Service Credits.

Monthly Uptime Percentage	Service Credit
Less than 99.9%	10%
Less than 99%	25%

Notwithstanding anything in this Storage Services SLA to the contrary, total Service Credits issued to Customer in connection with any Applicable Monthly Period shall not exceed the Applicable Monthly Service Fees paid by Customer for such month. To be eligible for Credit, Customer's use of the Storage Services must be in compliance with the Agreement and all use instructions; noncompliance shall result in ineligibility. Credit shall only be issued if Customer's account is paid in full, Customer has paid in full for the Storage Services covering the time period within which the Credit is requested and the Credit is confirmed and issued to Edgio by the third party provider. If Customer is eligible to receive more than one Credit attributable to the same Services Outage, Customer shall only receive one Credit equal to the highest of all Credits then available.

3. Claims. To receive Credit under this Storage Services SLA, Customer must submit a request in writing via email to sla_request@edgecast.com. The request must include Customer's (a) company name, (b) contact name, (c) email address and (d) phone number, as well as (e) the date and time of the suspected Services Outage and (f) a reasonably detailed description of the reason for the Credit request. Edgio must receive the Credit request within 30 days after the suspected Services Outage has occurred. The suspected Services Outage must be capable of confirmation by the third party provider's measurement tools. Any issued Credit shall be applied to Customer's invoice within two invoicing cycles after Edgio receives a credit from the third party provider. Credits are exclusive of any taxes charged to Customer or collected by Edgio.

4. SLA Exceptions. Customer shall not be eligible to receive a Credit and Edgio shall not be held responsible for a service level failure that occurs due, directly or indirectly, to the following (collectively, the “**SLA Exceptions**”): (i) Force Majeure Events; (ii) issues beyond Edgio’s or its third party provider’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 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 utilizes with the Storage Services, or the interactions of these items; (vi) negligent acts or omissions, willful misconduct or breach of an applicable SO, SOW, 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.

5. Miscellaneous. 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. Edgio and its Suppliers reserve the right to periodically change the measurement points and methodologies used without notice. This Storage Services SLA sets forth Customer’s sole and exclusive remedy for a Services Outage and other issues related to the Azure Storage Services.