

## SCHEDULE B

### CONTENT DISTRIBUTION SERVICE

1. "Content Distribution Service or CDS" means the distribution of content via Company Supplied Equipment or other process that allows delivery of the Customers Content from any Content Distribution Centers that do not use the Customers origin or source server as the primary distribution source to the Internet.
2. Customer Responsibilities. Customer is solely responsible for all HTTP, streaming media and application content, including any third party content, identified to Company for delivery via the Company Network ("Customer Content"), including maintaining backup thereof. Customer shall provide Company with all cooperation and information reasonably necessary for Company to implement the CDS. Customer owns all right, title and interest in the Customer Content or possesses the necessary rights in the Customer Content to enable the Customer Content to be delivered by Company under this MSA. Customer shall not identify for delivery by the Company Network any Customer Content that Customer knows or has reason to know violates the AUP or otherwise violates any laws or regulations relating to content or content distribution. Customer shall be responsible for identifying via the then current Company process all uniform resource locators ("URLs") of the Customer Content to enable such Customer Content to be delivered by the Company Network. Customer shall be solely responsible for maintaining and operating its web sites, the availability of its web sites, the connectivity of its web sites to the Internet, IP addresses, domain names, hyperlinks, databases and other resources used by Customer to operate and maintain its web sites. This MSA does not create a bailment of Customer Content and Company shall not be deemed a carrier, bailee, or warehouseman of any Customer Content.
3. Service Level Warranty. If Customer experiences any of the service performance issues defined in this Paragraph 3 as a result of Company's failure to provide CDS, then Company will, upon Customer's request in accordance with Paragraph 3.4, credit Customer's account as described below (the "Service Level Warranty"). Notwithstanding anything to the contrary in this Schedule B, the Service Level Warranty set forth herein shall only be available to Eligible Customers.
  - 3.1. CDS Availability. Service Availability for CDS is defined as the ability to redirect and deliver the requested Customer Content in Company-approved formats for delivery to the Internet from a Content Distribution Center. This may be measured at two locations; first at the Customer location for any Company Provided Equipment and second at the Content Distribution Centers. Company Provided Equipment that may be required for implementation of the CDS and will be measured by sending ICMP "ping" bursts to the Company Provided Equipment at regular intervals. The response of the Company Provided Equipment to the ping burst confirms that the Company Provided Equipment is still in place and the Service is still available. The Content Distribution Centers will be measured for packet loss of the specific servers delivering the Customer content. If the specific server or the Content Distribution Center has sustained packet loss in excess of fifty percent (50%) to the Internet, then the CDS will be considered down. The Company guarantees 100% total Service availability to deliver content to the Internet. If Customer site experiences unavailability of the Service as a result of either of the described failure points (Service Interruption), then Company will issue a credit based on the length of the outage. Service Interruptions caused by Company planned network maintenance activities, maintenance at Customer premises, failure of customer premises hardware or software, failure of Customer origin server (equipment down, not serving content, broken links or similar issues that would prevent the Service from working successfully, failure of Customer controlled actions and environment (for example power failure, temperature increases, firewall blocking, unplugging the Company Provided Equipment etc.) are ineligible for availability guarantee compensation.
    - 3.1.1. Service Availability Credits. Service availability credits are determined in accordance with the following guidelines (a) any outage greater than thirty- (30) minutes = one (1) day credit of Service Charges and (b) any outage continuing for greater than sixty- (60) minutes = one (1) days credit of Service Charges per sixty- (60) minutes period.
  - 3.2. Network Latency. Network Latency is defined as the average time taken for an IP packet to traverse a pair of backbone Company POP's on the Company Network. The Company Network Latency Guarantee means that the average monthly network latency between North American Company POP's shall not to exceed eighty five (85) ms.
    - 3.2.1. Network Latency Credit. If the guaranteed network latency metrics are not met during any one calendar-month period, then Company will provide a credit equivalent to one (1) day of Service Charges.
  - 3.3. Packet Loss. Packet loss is defined as the percentage of packets that are dropped between routers that are part of the Company Network. Company guarantees that the average packet loss will not exceed one percent (1%) during any calendar month.
    - 3.3.1. Packet Loss Credit. If the packet loss metrics are not met during any one-calendar month period, then Company will provide a credit equivalent to one (1) day of Service Charges.
  - 3.4. Calculation and Maximum Credit. One (1) day of Service Chares shall be equal to 1/30th of the committed monthly Service Charges of Customer. A maximum of seven (7) days of credit may be provided during any single month. At no time will the actual outage time be greater than the equivalent Service Availability Credit.
- 3.5. Service Credit Process.
  - 3.5.1. Filing Period. Service Availability and/or Service Interruption claims must be submitted to Company within seven (7) calendar days of the occurrence of the event. Network Latency and Packet Loss claims must be submitted not later than thirty- (30) calendar days after the last day of the month in which the failed metric occurred.
  - 3.5.2. Required Information. Each claim must be filed by Customer's Administrative Contact and the claim must include the following information, (a) Customer name and site name, (b) contact's name and contact information, (c) date and beginning/end time of outage or failed metric, and (d) the specific Company support ticket number opened about the performance issue and brief description of the characteristics of the outage or failed metric.

3.5.3. Claim Process. Customer must submit the required information by electronic mail to opps@bandcon.com. Company will acknowledge all claims within five (5) business days and will review all claims within ten (10) business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.

3.5.4. Credit Process. Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the month in which the claim was approved.

3.5.5. Policy Change. Company reserves the right to change, amend, or revise this policy at any time with or without notice to Customer.

3.6. THE SERVICE LEVEL WARRANTY set forth in this Schedule B shall only apply to the CDS, does not apply to any other Services. This Schedule B states Customer's sole and exclusive remedy for any failure by Company to provide CDS.