



AAPT Business Content Delivery Network Service Schedule

An AAPT Cloud Solution



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

Part 1 – Service Description

1. Description

1.1 The Content Delivery Network (CDN) Service

The Service utilises a global network of computers containing copies of Content to help speed up access to that Content by End Users. The available Content types with which the Service can operate include web objects, downloadable objects (media files, software, documents), applications, real time media streams, and other components of internet delivery (DNS, routes, and database queries).

1.2 Service Features

The Service consists of various features set out below some of which are optional and additionally chargeable. Your Service Order Form will specify the applicable Service features and Charges relevant to the Service supplied by Us to You.

The basic features of the Service are listed below:

- (a) **File Delivery (HTTP)** – This is the fundamental feature of the Service. When an End User accesses Your web page, a calculation is made to determine which of the CDN content caching Points of Presence (POPs) is closest to the End User in terms of speed of delivery.

Once the nearest POP is located, a check is made to see if the requested file is already in the Cache Server located at that POP. If it is, the file is served to the End User. If the file is not already in cache, it is fetched from Your Origin Server, placed in cache and delivered to the End User.

- (i) **HTTP Large File Delivery** - A large file is roughly any file over 1 MB.

Typical large file delivery applications include video and audio delivery or software downloads. Our large file platform is based on fast disk accesses, a large throughput capability and EdgeCast's patent-pending global load balancing solution which seamlessly delivers large media to End Users throughout the world from all of Our POPs. This platform supports progressive download and live streaming (HTTP).

Note: there is no system restriction stopping You from selecting the Large Object Delivery option to deliver files smaller than 1MB. Files delivered using this option will be billed at the Large Object Delivery usage rate.

- (ii) **Small Object Delivery** - A small file is generally any file under 1 MB.

Image, java script, CSS and text files all fall into this category. Examples of small file delivery applications include ad serving, ecommerce sites and photo sharing applications. This platform serves most cached Content straight from RAM which means minimal disk transactions and fast first byte download times. Just like Our large file option, our small file platform hardware is located in all of our world-wide POPs and is supported by Our global load balancing algorithm.

Note: there is no system restriction stopping You from selecting the Small Object Delivery option to deliver files greater than 1MB. Files delivered using this option will be billed at the Small Object Delivery usage rate.

- (b) **Flash Media Streaming (FMS)** – The Service fully supports the most recent release of Adobe's video streaming technology, Flash Media Server (FMS) 3.5. The Service supports both live streaming as well as video on demand streaming for this platform. Flash version 3.5 primarily addresses the issue of the quality of the video streamed. The most significant feature of version 3.5 is its support of multiple bitrate streaming delivery.
- (c) **Windows Media® Streaming (WMS)** – The Service for Windows Media is designed if You are seeking to distribute or sell media online with effective control. The Service provides tools that You need to stream Windows Media, including a media content manager, digital rights management controls, detailed reporting and analytics, and more. The Service supports both live streaming as well as video on demand streaming for this platform.

Note: Live Streaming on WMS will not support more than 1,000 concurrent users.
- (d) **EdgeDirector Global Load-Balancing Platform:** A Patent-pending routing protocol and global load balancing technology for serving Content requests from the location which will result in an efficient delivery time to the End User.
- (e) **Global Footprint:** We or Third Party Service Providers maintain POPs in North America, Europe and Asia Pacific. All POPs are located in tier one data centres strategically located near primary Internet Exchange Points. Locations of POPs are subject to change from time to time.
- (f) **Global Standard Delivery:** The Service is delivered using EdgeCast Global Standard delivery which allows for service delivery access to all Edgecast POPs utilising the EdgeCast Peering nodes in Asia and Australia.
- (g) **Bandwidth Throttling:** This technology is able to mitigate the cost of abandoned downloads and streams.
- (h) **Progressive Download: Balancing Quality With Flexibility:** Progressive download technology allows random access to video downloading (fast forwarding and rewinding throughout the file) before the files are fully downloaded.
- (i) **Flexible Origin Server Options:** We provide flexibility to physically store Content with Us, or store Content locally on Your own hardware. Refer to the Premium Origin Storage feature below if You choose to store Content with Us. Optionally, You can maintain Content on Your own Origin Server, and the Cache Servers will access that client storage location, cache the Content, and serve it directly to End Users from the POPs around the globe.
- (j) **Edge CNAME:** An Edge Cname is a configuration setting that is used on the edge servers to rewrite a DNS domain name. Edge Cnames may also be configured to point to a subdirectory within the DNS domain.

- (k) **User Web Interface:** We will provide You with a username and password for access to the CDN web portal to manage:
 - (i) Media Manager;
 - (ii) HTTP Large Objects;
 - (iii) HTTP Small Objects;
 - (iv) Windows Media (live and on-demand);
 - (v) Flash Media (Live and on-demand); and
 - (vi) Reporting.

Additionally Chargeable Optional Service Features

- (l) **Advanced Reporting and Analytics:** This option allows access to over 60 reports including reports that detail geographic usage, content popularity, file type breakdown, file specific usage, average viewing times and trending reports.

Charges: Monthly Recurring Charge and initial set up fee.

Real-Time Reporting Dashboard: Through the Web user interface there is available a subset of advanced reports bringing up-to-the-second, live reporting. Monitor HTTP and Flash bandwidth utilization in real-time, monitor storage usage, purge and queues.

Charges: Monthly Recurring Charge and initial set up fee.
- (m) **Edge performance Analytics:** This option allows an up-close look at how Your site is performing at the network edge. Reports include detailed information for each data center on server performance, cache configuration, protocols, compression, security, errors, response codes. This in-depth information helps You optimize Your sites from both a cost and performance perspective. The insight provided also helps You identify and repair minor issues before they become major problems.

Charges: Monthly Recurring Charge and initial set up fee.
- (n) **HTTP Rules Engine:** HTTP Rules Engine is a tool that provides control over Your Content delivery on Our HTTP Large Object and HTTP Small Object platforms. From within Our web-based Media Control Center, You can create custom rules that specify exactly how Our edge servers cache and deliver Your Content. For example, You will be able to specify precise “origin pull” update intervals for each URL or object or reduce load on Your Origin Servers by offloading Your existing rules to Our processing engine.

Charges: Monthly Recurring Charge and initial set up fee.
- (o) **Live Event capacity for FMS, HTTP** – For Live Streaming Events with 5,000 simultaneous End Users or more, You will need to notify AAPT as capacity will need to be reserved for the event. To reserve this capacity, AAPT will require a financial commitment from You for the event.

Charges: The fee for the financial commitment will be advised upon application to reserve capacity for the Live Event.

For Live Streaming Events with 2,000 to 4,999 concurrent users AAPT will need to be notified, however no capacity reservation fee applies.

- (p) **Live Event VIP Monitoring Service** - Dedicated network operations staff monitor the live event on-screen in EdgeCast's NOC. Includes pre-event telephone coordination, testing and troubleshooting; real-time on the phone and Skype communications with dedicated NOC resources; post-event follow-up/post-mortem. This is an essential service for live production events such as concerts, award shows and sporting events.

Charges: Initial setup fee on a per event basis.

- (q) **Token Authentication Module:** Token based authentication provides a high level of security that provides security tools to enable restricted access to Content by any combination of:

- (i) geo-location for country blocking;
- (ii) by URL time to live;
- (iii) and by individual IP address - ideal for country-specific content;
- (iv) prevention of hot-linking to Content; or
- (v) ecommerce download/viewing of Content for specific End Users.

Charges: Monthly Recurring Charge and initial set up fee. There is no incremental fee to have this feature turned on for multiple services (HTTP, WMS, FMS), just one overall fee for all services.

- (r) **Secure Sockets Layer (SSL)**

The Service uses the cryptographic protocol Secure Socket Layer (SSL) to encrypt segments of network connections at the Transport Layer. SSL is typically used to create secure HTTP connections (i.e. HTTPS connections) which are often used for payment transactions across the web and for sensitive transactions in corporate information systems. In the standard version of the Service, this is a shared security certificate that is shared among all SSL standard customers. The certificate is under EdgeCast's name and not under a specific customer name. Should you want a dedicated SSL certificate unique to their URL/website, you will have to sign up for one of our Custom SSL services. Details on our SSL options are as follows:

- (i) **Standard Shared Option** - This option lets you use the EdgeCast shared security certificate negating the need to go out and purchase your own. In this case, the customer uses EdgeCast URLs for their SSL delivery; which are not defined for both our large file and small file delivery platforms. More specifically, the large file platform cannot include a hex id whereas the small file platform can.

Charges: Monthly Recurring Charge and initial set up fee.

- (ii) **Custom Certifications** – Same as above, but in this case the SSL certificate is a custom certificate purchased by AAPT via EdgeCast on behalf of you and tied into your website. AAPT will host this certificate for you on the service network.

Charges: Monthly Recurring Charge and initial set up fee.

- (s) **Premium Origin Storage:** If You choose to store Content with Us, You can upload Content directly to Third Party Service Provider storage POPs, where the Content is picked up and brought to the edge by the Cache servers. Storage infrastructure is a high-performance platform designed to be redundant and scalable and is accessible via:

- (i) File Transfer Protocol FTP See information below on FTP;
- (ii) RSYNC See information below on RSYNC; and
- (iii) Web Interface

Charges: Monthly Recurring Charge based on total volume of data stored.

- (t) **RSYNC/FTP Service** - Gives You the ability to synchronize Content between Your storage location and EdgeCast's Origin Storage. This is a standalone service that runs a program (RSYNC) that replicates Content to make sure both locations are always synchronized. FTP access is also included with the RSYNC provisioning.

Charges: Monthly Recurring Charge and initial set up fee.

2. PowerTel's Role

You acknowledge and agree that:

- (a) PowerTel, acting as a subcontractor of AAPT, may:
 - (i) provide the Service to You; and
 - (ii) deal with all faults and restoration issues in relation to the Service, and
- (b) PowerTel, acting as an agent for AAPT, may issue invoices to You for Charges incurred in relation to the Service; and
- (c) if (b) applies, then You will be required to pay all invoiced Charges in relation to the Service to PowerTel acting as an agent for AAPT,

in each case in accordance with the terms and conditions set out in this Service Schedule and the Service Agreement.

3. Charges

- (a) The Charges for the Service are specified in the Service Order Form.
- (b) Other charges that may apply (including any Cancellation Charges and charges as a result of variations to the Service as requested by You) are described in the Service Agreement.

4. Minimum Period

- (a) The Minimum Period for each Individual Service is 12 months commencing from the Service Start Date or such greater period as specified in the Service Order Form.
- (b) Provisions relating to cancellation of the Service by You within the Minimum Period are set out in the Service Agreement.

5. Service Levels

- (a) The service levels targets are set out in Part 3 (the **Service Level Targets**).
- (b) Failure to achieve a Service Level Target does not automatically entitle You to a rebate.
- (c) Service rebates (if applicable) are set out in Part 3.

6. Additional Terms and Conditions

6.1 Acknowledgements, Responsibilities and Restrictions

- (a) You are wholly responsible for any software and content displayed or distributed by You or End Users using the Service. Edgecast's Acceptable Use Policy ("EdgeAUP"), which may be amended by Edgecast from time to time and can be found at <http://www.edgecast.com/aup.htm>, will apply to use of the Service by You and each End User and is part of the Agreement between You and Us where Edgecast is deemed to be Us (things being changed that need to be changed), and restricts the use of the Service by You and End Users.
- (b) The Service is subject to technical restrictions and part or all of the Service may be blocked or disabled by Us or Third Party Service Providers if in Our opinion, use of the Service by You or End Users adversely affects the Service or services provided by Us to other customers.
- (c) Neither You or End Users will export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information using the Service to anyone outside a jurisdiction without first complying with all applicable export control laws and regulations which may be imposed by any country or organisation of nations within whose jurisdiction You, End User, Us or a Third Party Service Provider operate.
- (d) You and End user each acknowledge that We or Third Party Service Providers do not own or control the local circuit link, leased collocation space, leased space cross-connects, Internet service provider partners providing connectivity to Us or to Third Party Service Providers, or networks outside such connectivity, nor are We or Third Party Service Providers responsible for performance (or non-performance) within such networks or within interconnection points not operated by Us between the connectivity and such networks.
- (e) Notwithstanding clause 11(c) of the Service Agreement, We may amend any part of this Service Schedule on 50 Business Days written notice to You. Upon receiving notice of the proposed changes, if the changes adversely affect the Service to You, You may terminate the Service on 30 Business Days written notice to Us without any liability to pay the Cancellation Charge (if applicable).
- (f) You acknowledge that We do not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed, displayed, distributed or otherwise disseminated through use of the Service by You or End User and that We are not responsible in any way for the nature, content and form of that material, access to that material or use of that material. You agree to indemnify, defend, and hold Us

harmless from all Loss incurred or suffered by Us arising out of or relating to any claims (including third party claims) that any such material described herein infringes or allegedly infringes any person's Intellectual Property.

- (g) You acknowledge that We will not be responsible for ensuring that any material sent or received by means of the Service is sent or received correctly.
- (h) You acknowledge that, to the extent permitted by law, We make no representations or warranties as to the effectiveness or fitness for purpose of Our or Third Party Service Providers network security or Your network security. You will make no claim against Us concerning Our Network's security, Third Party Service Provider network security or Your network security.
- (i) You hereby grant and shall cause End Users to grant to Us and Third Party Service Providers the right to use, reproduce, distribute, display and perform the content and data accessed, displayed, distributed or otherwise disseminated through use of the Service by You or End User. We or Third Party Service Providers retain all right and title to all Intellectual Property associated with the Service including any Intellectual Property developed during the course of the supply of the Service. You will cause each of the End Users to be bound by the confidentiality obligations under the Service Agreement as if such third parties were a party to the Service Agreement.
- (j) You are responsible for assessing Your own computer and transmission network needs, content aggregation and delivery needs, streaming needs and the suitability of the Service to meet those needs and We make no warranty as to the security of the Service or the Internet connections used, operation of Your or End User equipment, ability of any backup service to re-establish operation of Your or End User equipment, or that the Service will perform at or above any latency times.
- (k) We may suspend the Service should You or End User's use of the Service: (i) infringe or constitute the unauthorised use of any Intellectual Property; (ii) constitute or involve the misappropriation of any trade secret or other Intellectual Property of any third party; (iii) involve any defamatory, threatening or obscene purpose or otherwise violate the Edge AUP, Our Acceptable Use Policy or the Service Agreement.

7. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT is defined in the Service Agreement.

Act means the Telecommunications Act 1997 (Cth).

Monthly Minimum Commitment is the minimum monthly commitment spend required from You as specified in the Service Order Form.

Monthly Recurring Charges consists of the Monthly Minimum Commitment plus any other recurring monthly fees paid by You for the Service and excludes all other fees that might be paid by You, including, by way of example and not limitation, setup fees, charges for additional services, incremental bandwidth usage, professional services, and any other type of optional additional services.

Cache Server means Our or Third Party Service Provider owned and operated servers for delivering Content which are located on Our or Third Party Service Provider global content delivery network at Our or Third Party Service Provider POPs.

Content means objects which are delivered from Our or Third Party Service Provider cache server.

EdgeAUP is defined in paragraph 6.1(a) of Part 1.

Edgecast means Edgecast Networks Inc.

End Users means Your subscribers, members, end-users or any other third parties who utilise or access the Service.

Minimum Period means the period referred to in paragraph 4 of Part 1.

Origin Server means either Our, Third Party Service Provider or Your Internet web server where Content is stored for retrieval by the Cache Servers.

Our Network means the core telecommunication network between the multi-service edge devices owned or operated by Us or a Third Party Service Provider.

PowerTel means PowerTel Limited (ABN 69 001 760 103), a Related Body Corporate of AAPT.

Service means the Content Delivery Network Service (or a service derived from it) supplied to You under this Service Schedule.

Service Agreement means AAPT's current "Standard Service Agreement", a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between AAPT and You (in which case the latter will take precedence).

Service Outage means an instance in which a Service covered by the Availability Target referred to in paragraph 1.2 of Part 3 is completely unavailable for more than 15 consecutive minutes as measured by Us or Third Party Service Provider.

Service Start Date means the earlier of:

- (a) the date on which We first notify You that the Service is ready for use; and
- (b) the date on which You first use the Service.

Stream Quality Failure means where the Customer stream delivered by the Service falls below a grade of A (meaning a B+ or below) for the period of one calendar month as measured by Us or Third Party Service Provider.

Third Party Service Provider means a carrier (as defined in the Act), carriage service provider (as defined in the Act) or an equipment, technology, service or software supplier, other than Us.

Part 2 – Charges

Please refer to the Service Order Form

Part 3 – Service Levels

1. Service Level Targets

1.1 Provisioning Targets

- (a) Installation Targets
 - (i) New Service - 15 Business days from Our written notice to You that the Service Order Form has been accepted by Us.
 - (ii) Live Event Capacity for FMS, HTTP – 15 Business days from Our written notice that your request to reserve capacity for the FMS, HTTP Live Event has been accepted by Us.
- (b) Modification Targets - 15 Business days from Our written notice that your modification request has been accepted by Us.

1.2 Assurance Targets

- (a) Availability Target: We will use reasonable endeavours to ensure 100% uptime, covering the following items:
 - (i) uptime of Our or Third Party Service Provider network (i.e. the ability of Customer's IP traffic to transfer to and from the Internet across Our or Third Party Service Provider network infrastructure), and
 - (ii) Content uptime and availability.

Measurement: We or Third Party Service Provider will periodically (every fifteen (15) minutes or more often) measure Content availability by requesting representative Content from Cache Servers at selected POPs using software and hardware components capable of measuring traffic and responses at the selected POPs.
- (b) Stream Quality Target: We will use reasonable endeavours to maintain a consistent stream quality grade of A+.

Measurement: Stream quality is measured using Third Party Service Provider monitoring service called Keynote Systems Streaming Perspective which assigns a grade to streams that originate from the Service.
- (c) We reserve the right to periodically change the measurement points and methodologies used and described above without notice to You.

2. Service Rebates

2.1 Service Rebates

Subject to the rebate conditions and exemptions set out in this Part 3, You will be entitled to claim a rebate where there is a Service Outage, equal to one day's worth of the Minimum Monthly

Commitment paid by You, multiplied by each 24-hour period in which You experience a Service Outage during a particular month.

2.2 Rebate Conditions and Exemptions

(a) Rebate Conditions

The following general conditions apply to the Service rebates specified in this Part 3:

- (i) Rebates apply from the first full calendar month that the eligible Service is operational;
- (ii) Where the rebate is available, the rebate is the only remedy in the event of any failure to meet the defined target (where the rebate is not available, no remedy is available);
- (iii) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
- (iv) The maximum rebate available for each eligible Service in any month will not exceed 100% of the total monthly Charges for that eligible Service; and
- (v) Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

(b) Rebate Exemptions

You will not be entitled to a Service rebate where one or more of the following applies:

- (i) the Service Outage or the Stream Quality Failure, is directly or indirectly caused by:
 - (A) a Force Majeure Event;
 - (B) a planned outage including without limitation, scheduled maintenance and emergency maintenance and upgrades;
 - (C) a Third Party Service Provider or a fault on a Third Party Service Provider's network;
 - (D) a power interruption at Your premises or in respect of power used in or equipment needed for provision of the Service;
 - (E) acts of any governmental body;
 - (F) sabotage or embargo;
 - (G) other labor disturbance, interruption of or delay in transportation;
 - (H) Domain Name System (DNS) issues outside the direct control of Us;
 - (I) failure or unavailability of hardware that is provided or controlled by You, including, but not limited to, Your Origin Server(s);
 - (J) failure or unavailability of software applications or code that are provided to Us by You, or the interactions of these items;
 - (K) Your or End Users acts or omissions (or act or omissions of others engaged or authorized by You or End Users), including without limitation,

any negligence, willful misconduct, or use of the Service in breach of the Service Agreement, Our Acceptable Use Policy or the EdgeAUP;

- (L) False rebate claims reported as a result of outages or errors of any of Our measurement systems;
 - (M) Stream buffering occurring due to or associated with conditions outside of Our Network or Our immediate control; or
 - (N) Failure of a service that is not covered by the rebates, including, but not limited to, Our control center and Our reporting system;
- (ii) disruption or delay in restoring the Service is caused or contributed to by You; or
 - (iii) You have failed to pay Charges to Us when due and payable.

2.3 Rebate Claim Procedures

- (a) In order to receive a rebate under this Part 3, You must make a request by submitting the request in writing via billing/customer service enquiry form available on <http://www.aapt.com.au/services/business/enquiries>

All requests must include:

- (i) contact name, email address, phone number, Customer company name;
 - (ii) the date(s) of the Service Outage; and
 - (iii) description of the reason for the rebate request.
- (b) Each Service Outage rebate claim in a particular calendar month must be received by Us within ten Business Days after the Service Outage in question has occurred.
 - (c) Each Stream Quality rebate claim must be received by Us within two Business Days after the end of the calendar month when the stream quality is in question.
 - (d) Each Service Outage rebate claim and Stream Quality rebate claim must be able to be confirmed by measurement tools specified in this part 3.