

This document describes the guaranteed service level(s) of Mirror Image's Streaming Media service. The remedies for any breach of the guaranteed service levels are described in section 4.2 (Service Level Warranty) of Mirror Image Standard Terms and Conditions (available at <http://www.mirror-image.com/terms.html>). The combination of (a) the specific guaranteed service levels and (b) the stated remedies are referred to as the "Service Level Agreement" or "SLA" in the Mirror Image Master Service Agreement.

The guaranteed Service Levels for Mirror Image's Streaming Media service are as follows:

- Deliver streaming content with performance comparable or better than a StreamQ™ rating of "A" over the course of a calendar month.
- Deliver streaming content with performance comparable or better than a StreamQ™ rating of "B+" over the course of any day
- Always have the network capacity to deliver subscriber content

Mirror Image uses an independent third party, Keynote Systems, to monitor the worldwide performance and availability of the Streaming Media Solutions, with respect to the guarantees that are made within this SLA.

### **Independent Performance and Availability Monitoring**

Keynote is an entity independent from Mirror Image. Mirror Image contracts and pays Keynote for performance measurement services and does not receive payments from Keynote for any services. The Keynote service is described on its Web site, <http://www.keynote.com/company/index.html>, as follows: "Keynote Systems (Nasdaq "KEYN"), The Internet Performance Authority®, is the worldwide leader in Internet performance services that improve the quality of e-business. Keynote's services enable corporate enterprises to benchmark, test and manage their e-business applications both inside and outside the firewall. By improving the quality of their e-business, companies reduce costs, gain operational efficiency, protect and grow revenue and stay ahead of the competition."

### **Independent 3<sup>rd</sup> Party Rating**

For the purpose of monitoring Mirror Image's SLA compliance as it relates to the Streaming Media Solutions service level guarantee, a Keynote "Quality Rating" will be referenced. The "Quality Rating" is calculated by Mirror Image and Keynote from data independently collected and maintained by Keynote. The "Quality Rating" is given a StreamQ™ rating, a proprietary metric used by Keynote for measuring the streaming media user experience. StreamQ™ is measured in letter grades from "A+" down to "F". The time period for computing the average will be from midnight to midnight GMT.

### **Measurement Methodology**

Mirror Image shall create and maintain a BENCHMARK based upon a "Sample Streaming Media File(s)". This file is considered to be representative of a typical streaming media file created by Mirror Image's customers with regards to total size and composition. The "Sample Streaming Media File(s)" will be delivered via a Mirror Image Streaming Media Server. Keynote will measure each of the specified Test Streams at a frequency of twenty (20) checks per hour. (For clarity, this means that each URL will have approximately 14400 Checks performed on it each month.) Keynote will use its international network of measurement computers, which will include, at all times, at least 6 locations in distinct metropolitan areas.

### **Performance Guarantee**

Mirror Image guarantees that the performance provided by Streaming Media Solutions will be comparable or faster than a StreamQ™ of A rating over the course of a calendar month and comparable or better than a StreamQ™ rating of B+ over the course of any day.

### **Availability Guarantee**

Mirror Image guarantees that the availability provided by the Streaming Media Solutions service will be comparable or better than 99.6%. Monthly Availability means the ratio of Successful Checks to total checks performed on a single Test Stream, during a calendar month.

### **Capacity Guarantee**

Mirror Image guarantees that the capacity provided by the Streaming Media Solutions service will be sufficient to service requests. The ability of Mirror Image to meet availability guarantees, while at the same time delivering committed performance levels, is considered to be proof that the Streaming Media Solutions service has sufficient capacity to service requests.

### **Measurement Analysis**

Keynote will provide Mirror Image with the performance and availability data collected by Keynote in the form of a standard report. This report will be used to determine SLA compliance. The performance rating and availability data are reported directly by Keynote to Mirror Image and not subject to any interpretation or manipulation. The report will be issued once each day containing the SLA information for the previous day. The time period for the SLA report is from midnight to midnight GMT.

### **Notes**

From time-to-time Keynote may experience service issues (non-Mirror Image related) that could alter performance results. If it is determined that Keynote has experienced a problem that may have affected the correctness of the performance measurements reported to Mirror Image, the measurements in question will not be used to declare a violation of this SLA. Mirror Image reserves the right to switch monitoring companies and monitoring methods at any time.

This SLA applies to non-encrypted HTTP traffic only. Content delivered via HTTPS is not measured. Mirror Image may periodically update any or all terms of this SLA. Customers will be informed of changes via e-mail, telephone or the Mirror Image customer-accessible Web site, prior to such updates taking effect.