

XO COMMUNICATIONS SERVICES, LLC CONTENT ACCELERATION TERMS AND CONDITIONS

These terms and conditions apply to XO’s provision and Customer’s use of XO Content Acceleration Services (“CAS” or the “Service”) and is hereby incorporated into and made part of the XO Cloud Solutions Services Agreement set forth at www.terms.xo.com. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Services Agreement.

1.0 Service Description. XO Acceleration Services is a service which optimizes the XO network and distributes Customer Content through the XO Network utilizing XO and its suppliers’ Content Acceleration technology. In order to provision the Services, it is necessary and Customer hereby grants XO and its suppliers a worldwide license to reproduce, store/cache, host, display and distribute Content that Customer uploads to the Service for the limited purpose of providing the Service. Subject to the foregoing, XO claims no rights or interests in, and assumes no responsibility for, Customer Content. Further, the Service may not be used to distribute Protected Data through the XO Network.

1.1 Available Packages

a. Features of Deliver and Streaming Packages

Package	Content Starter	Content Basic	Content Standard	Content Premium	Content Enterprise
Monthly Traffic Transfer* (Excludes Asia/Latin America/Australia traffic)	100GB	1,000GB	2,500GB	5,000GB	10,000GB
Content Storage**	10GB	20GB	30GB	50GB	100GB
Support**	Email	Email & Phone	Email & Phone	Email & Phone	Email & Phone
Deliver HTTP	Yes	Yes	Yes	Yes	Yes
Streaming (Optional)	No	Yes	Yes	Yes	Yes

*Deliver and Streaming Packages provide Deliver HTTP and Stream live and on-demand with North America and Europe distribution points. An additional fee will be charged if Points of Presence in East Asia, Oceania or Australia exceed three percent (3%) of total traffic.

** Fees can be found at www.terms.xo.com.

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b. Features of Application Acceleration Packages

Package	DA Starter	DA Basic	DA Standard	DA Premium	DA Web	DA Business	DA Enterprise
Product	DSA Lite	DSA Lite	DSA Lite	DSA Lite	Dynamic Performance Acceleration	Basic Acceleration	Premium Acceleration
Monthly Traffic Transfer*	100GB	200GB	500GB	1,000GB	N/A	2,000GB	2,000GB
Content Storage**	2GB	10GB	20GB	50GB	50GB	50GB	50GB
Page Optimized (Pageview)	N/A	N/A	N/A	N/A	500,000	N/A	500,000
Number of Sites**	1	2	4	5	1 (Additional monthly fee (\$1100) per site)	5	1 (Additional monthly fee (\$1100) per site)
SSL Certs	0	1	1	1	0	0	0
Support**	Email	Email and Phone	Email and Phone	Email and Phone	Email and Phone	Email and Phone	Email and Phone

* Basic Acceleration and Premium Acceleration provide global caching and acceleration service while DSA Lite provides whole site delivery with North America and Europe distribution points.

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c. Features of Online Video Management Platform

OVMP Standard	OVMP Professional
3 users, 1 Account Media Management Console Advanced Player Templates Multiple Bit Rates Social Site Sharing (Viral Sharing tools) Youtube Synchron Advanced Player Templates Performance Metrics Overview (Includes Geo Reporting, filtering) HTML 5 Player Ad Network Integration Content delivery network (CDN) 150 GB of Platform Usage 30 GB of Video Managed	Media management console Up to 5 user accounts H.264 Transcoding and Flash Playback iOS Playback via Smart Embed (e.g. iPhone, iPad) Multiple bit rates; adaptive streaming delivery Player Language Localization Geo/Domain Viewing Restrictions Video Clipper Advanced player templates Visual designer for player customization Player viral sharing tools (embed, e-mail to a friend, link, social sharing) LVP ad server (pre-roll and post-roll) Content delivery network (CDN) External Publishing - YouTube Performance metrics Overview Advanced Performance metrics (video, audio, channel reports) Advanced Engagement metrics Geographic Distribution metrics Media scheduling RSS and iTunes syndication 3rd party Ad-Networks (Tremor, Adaptv, etc) 3rd party Ad-Servers (DoubleClick, OAS 24/7 Real, etc) FTP Batch Upload mRSS content ingestion Closed Captioning HTML 5 Player 400 GB of Platform Usage 50 GB of Video Managed Player API Access Content API Access (Read Access)

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OVMP Premier	OVMP Enterprise
<p>Media management console Up to 15 user accounts H.264 Transcoding and Flash Playback iOS Playback via Smart Embed (e.g. iPhone, iPad) Multiple bit rates; adaptive streaming delivery Player Language Localization Geo/Domain Viewing Restrictions Video Clipper Advanced player templates Visual designer for player customization Player viral sharing tools (embed, e-mail to a friend, link, social sharing) LVP ad server (pre-roll and post-roll) Content delivery network (CDN) External Publishing - YouTube Performance metrics Overview Advanced Performance metrics (video, audio, channel reports) Advanced Engagement metrics Geographic Distribution metrics Media scheduling RSS and iTunes syndication 3rd party Ad-Networks (Tremor, Adaptv, etc) 3rd party Ad-Servers (DoubleClick, OAS 24/7 Real, etc) FTP Batch Upload mRSS content ingestion Closed Captioning Custom Metadata Properties Advanced chromeless player for full customization Advanced Security with RTMPE HTML 5 player 900 GB of Platform Usage 150 GB of Video Managed Player API Access Content API Access (Read Access) Content API Access (Write Access) Analytics API Access</p>	<p>Media management console Up to 30 user accounts H.264 Transcoding and Flash Playback Mobile Playback via Smart Embed (e.g. iOS, Android, Blackberry) Multiple bit rates; adaptive streaming delivery Player Language Localization Geo/Domain Viewing Restrictions Video Clipper Advanced player templates Visual designer for player customization Player viral sharing tools (embed, e-mail to a friend, link, social sharing) LVP ad server (pre-roll and post-roll) Content delivery network (CDN) External Publishing - YouTube Performance metrics Overview Advanced Performance metrics (video, audio, channel reports) Advanced Engagement metrics Geographic Distribution metrics Media scheduling RSS and iTunes syndication 3rd party Ad-Networks (Tremor, Adaptv, etc) 3rd party Ad-Servers (DoubleClick, OAS 24/7 Real, etc) FTP Batch Upload mRSS content ingestion Closed Captioning Custom Metadata Properties Advanced chromeless player for full customization Advanced Security with RTMPE Omniture Integration Custom Encoding Professional files Live Streaming HTML 5 Player 1,500 GB of Platform Usage 250 GB of Video Managed Player API Access Content API Access (Read Access) Content API Access (Write Access) Mobile API for iOS, Android, Blackberry Analytics API Access</p>

d. XO Acceleration Products

Name	Description
Deliver Services	
HTTP Deliver	Transmission of general web objects with focus on frequently downloaded items such as logos, JavaScript objects, style sheets, rich media, and images.
HTTPS Deliver	Secure Transmission of general web site information with focus on frequently downloaded items such as logos, JavaScript objects, style sheets, rich media, and images.
Streaming Services	
Streaming	Transmission of video content such as stored webcasts, movies, training, and product demos, in a variety of formats (e.g., Microsoft Windows Media or Smooth Streaming, Adobe Flash Video, and MP3 music and audio files, Real Networks RealPlayer and Apple QuickTime media).
Application Acceleration Services	
DSA Lite	Basic whole site delivery with North American and European distribution points designed for static whole site delivery. DSA Lite cannot be used to deliver more than 3 terabyte per month in traffic.
Basic Acceleration	Global caching and acceleration service for dynamic web sites.
Dynamic Performance Acceleration	Standalone front end solution to optimize performance of websites.
Premium Acceleration	Combined global caching and acceleration services for dynamic web sites with Dynamic Performance Acceleration.
Storage Services	
Content Storage	Cloud based high availability content storage solution. Content is replicated (active and active configuration) and Customers are charged for both copies. Customer commit is equal to 2 x library size.
Premium Storage	Global, policy-based cloud storage solution that offers geographic placement, content workflow, and business logic control. Customer commit is equal to 2 x library size.
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Value Added Services	
Traffic Manager	Domain Name System (“DNS”)-based global load balancing service that directs end user traffic to various IP resources via percentage of end user traffic load.
Media Safe	Allows customer websites to generate unique, time-based URLs each time content is requested.
SWF Protector	Shockwave Flash (“SWF”) Protector is a security option within Flash Media Server (“FMS”) 3 that ensures that the SWF player requesting the flv, mp3, or mp4 stream is the same SWF player that the content provider published.
Content Orchestrator for Application Acceleration	Target end user request (allow/deny/redirect) via geographic or network parameters on XO edge cache.
Content Orchestrator for HTTP Delivery	Target end user request (allow/deny/redirect) via geographic or network parameters on XO edge cache.
Online Video Management Platform (OVMP)	See Description in table below.

e. Value-added Services of Online Video Management Platform

Name	Description
Custom 3rd Party Ad Server Integration	Provides integrations with professional third party advertising networks and servers.
XO REACH Express - Mobile API	Enables publishers to supply a single source video or live stream and deliver a tailored experience to a wide variety of mobile devices, and provides ad insertion and interactive capabilities.
Google Analytics Integration	Provides integration with Google Analytics.
Live Streaming to desktop	Enables and publishes live streaming from camcorders attached to desktop through OVMP.
Omniure Integration	Provides integration with Omniure.
Additional Accounts	Allows customer to create additional accounts.
Additional Users (up to 5 additional users)	Allows customer to create additional users.
HLS	Enables and delivers media through HTTP Live Streaming (HLS) to facilitate adaptive bit rate delivery.
UGC Upload Widget	Provides a Flash upload widget that can be seamlessly embedded on customer website, allowing for user generated content or an alternate way to upload directly to OVMP account.

1.2 Traffic, Fees and Billing

1.2.1 95th Percentile Billing Methodology. Each month XO's bandwidth monitoring will sample Customer's bandwidth utilization every 5 minutes. The highest 5% of the bandwidth utilization rates are discarded (the "5% Sample Rates"), and the next highest remaining data sample is the "95th Percentile" Rate. If the 95th Percentile Rate is greater than the minimum monthly commitment for the month then XO will invoice Customer and Customer will pay an additional service charge for the overage at the applicable unit price set forth in the Service Order. If the 95th Percentile Rate falls below the monthly minimum committed amount, no adjustments are made.

1.2.2 Traffic Spikes. XO measures each Customer's total bandwidth utilization for each Service connection every five (5) minutes (the "5 Minute Data Samples"). A Traffic Spike occurs when Customer's 5 Minute Data Sample indicates that a Customer's peak bandwidth utilization exceeds twenty-five (25) Gbps of their 95th Percentile Rate. Customer shall provide XO seventy-two (72) hours advanced notice of all reasonably anticipated Traffic Spikes so that XO may take any actions it deems necessary to maintain the quality of network services for all its customers. If XO determines that an announced Traffic Spike may impair or disrupt Service or incur additional material costs, then XO reserves the right to deny use of the Services for the Traffic Spike. If Customer causes a Traffic Spike(s) without advance notice to XO, then XO reserves the right to suspend Service to Customer upon at least 1 hour advance notice of Service suspension and an opportunity for Customer to mitigate the Traffic Spike(s).

1.2.3 Premium Traffic. If monthly traffic from XO APAC (i.e., POPs located in East Asia, Southeast Asia, or Oceania) and/or Australia POPs exceeds three percent (3%) of total traffic, XO reserves the right to charge extra premiums specified in pricing table.

1.2.4 Optimized Page Billing. Customer is charged based on the number of Page Views (i.e., requests to load a single HTML file) optimized and delivered by XO in a calendar month. XO measures Page Views based on a Multi-purpose Internet Mail Extension ("MIME") type. In particular, XO is measuring the text/HTML MIME type that is delivered on behalf of Customer.

1.2.5 GB Transfer Billing. Customer is charged the per/GB rate for all bandwidth utilization for those Content Acceleration services with this billing methodology.

2.0 Authorization and License to Use the Services. Subject to Customer's acceptance of and compliance with this Agreement, XO hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, to access and use the Services as set forth herein.

2.1 Responsibility for Content. XO specifically disclaims all liability, and Customer shall be solely responsible for all Customer Materials and Content. Customer shall, without limitation, be solely responsible for:

- (a) The accuracy and appropriateness of Customer Content;
- (b) Ensuring that the Customer accurately and adequately discloses, either through a privacy policy or otherwise, how Customer collects, uses, stores, and discloses data collected from visitors, including, where applicable, that third parties (including advertisers) may serve Content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers;
- (c) Any of Customer's End Users' or clients' claims relating to the Services.

2.2 Cookies and APIs.

2.2.1 Cookies. Online Video Management Platform utilizes video player Cookies such as Flash Cookies and locally stored objects ("LSOs") as part of the video player. Video player Cookies utilized as part of this Service store a player ID and player configuration data in the End User's video player's cache memory. The End User must review his/her video player's "Help", "Tools" and/or "Options" files to learn more about the proper way to modify video player Cookie settings. Customer covenants and agrees that it is solely responsible for providing all appropriate and legally-required disclosures to its customers or End Users pertaining to the use and removal of video player Cookies, and Customer agrees that it will defend, indemnify and hold XO and its suppliers harmless from and against any and all third-party claims stemming from or related to the use of video player Cookies as provided herein. More information about Flash Cookies is available on the Adobe website: <http://www.adobe.com/special/products/flashplayer/security/index.html>.

2.2.2 APIs.

(a) XO hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to write a software application or Web site ("Application") that interfaces with the Services. Customer acknowledges that XO may change, deprecate, or republish APIs for any Service or feature of a Service from time to time, and that it is the Customer's responsibility to ensure that the Application calls made to any Service

are compatible with then-current APIs for the Service. Customer further acknowledges that XO may change or remove features or functionality of the Services at any time.

(b) Customer may make network calls or requests to the API functions of the Services any time that the Services are available, provided that Customer does not exceed the maximum API requests per second set forth in the then-current API documentation for any particular Service.

2.3 Monitoring Use of the XO Content Acceleration. Customer agrees to provide information and/or other materials related to its Content as reasonably requested by XO to verify Customer's compliance with this Agreement.

3.0 Termination.

3.1 Procedure. If Customer elects to terminate Service for convenience, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent Service Term, it must provide XO with written notice of its request to disconnect Service(s) at cdn-support@XO.com. Such notice must identify with specificity the Service to be disconnected and the requested effective date of disconnection, which date may not be less than thirty (30) days from the date notice is received by XO. Customer may not place a disconnection request more than ninety (90) days prior to an actual disconnection date and will be responsible for all charges incurred up to and including the date of disconnection. Any attempted termination via any other method or approach will not be effective. If Customer elects to terminate Service for convenience, it will be liable for all charges incurred up to the date of disconnection, as well as early termination charges equal to the monthly recurring charges for the remaining Service Term.

3.2 Early Termination Charges. If Service is terminated after it has been activated, including termination of Services by XO due to Customer's non-payment of charges due under the Agreement, Customer shall be liable for all charges, which Customer agrees is reasonably associated with the service ordering and installation, as well as for the monthly recurring charges for the remaining Service Term.

4.0 Service Limitations and Disclaimer of Warranties. THE SERVICES ARE NOT FAULT-TOLERANT, AND ARE NOT DESIGNED OR, INTENDED FOR USE IN ANY MEDICAL, LIFE-SAVING OR LIFE-SUSTAINING APPLICATION OR SYSTEM, NOR FOR THE DISTRIBUTION OF PROTECTED DATA OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SERVICES COULD CREATE A SITUATION WHERE DEATH OR PERSONAL INJURY, OR INFRINGEMENT OF A THIRD PARTY'S RIGHTS MAY OCCUR. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICES. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CUSTOMER HEREBY ACCEPTS THE SERVICES DELIVERED PURSUANT TO THIS EXHIBIT (INCLUDING ANY THIRD PARTY ELEMENTS) "AS IS" AND XO DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INTERFERENCE, AND NON-INFRINGEMENT AND ASSUMES NO LIABILITY TO CUSTOMER FOR ANY THIRD PARTY ELEMENTS.**