

AKAMAI API LICENSE AGREEMENT

This is a License Agreement (the "Agreement") for a certain Application Programming Interface (the "API") owned by Akamai Technologies, Inc. ("Akamai") that is useful in connection with Akamai's service offerings. Reference is made to those certain terms and conditions between Akamai and the Customer currently in place that provide Customer with access to Akamai Services (the "Terms and Conditions"). The individual downloading, installing and/or using the API must be a current, authorized employee of an Akamai Customer ("You"). Your downloading, installing and/or using the API is subject to the confidential information terms found in the Terms and Conditions. You may only have access to the API through proper credentialing and key access provided by Akamai, and any circumvention thereof shall immediately terminate this Agreement and be considered a breach of the terms of your use of the associated Akamai Services under the Terms and Conditions.

Please read this Agreement. By clicking accept/agree, downloading, installing and/or using the API, or any associated documentation, specifications or modified versions of the API (whether customized by Akamai or you), you hereby agree that you are authorized by Customer to bind Customer to this Agreement and to access the API under the Terms and Conditions and these terms. If you do not agree to the terms of this Agreement, or are not a Customer of Akamai under current Terms and Conditions, the API cannot be downloaded, installed or used with your environment or otherwise used for any purpose.

The API may consist of any combination of software code, documentation and/or specifications. Akamai either owns or has the right to provide you the API, portions of which may be copyrighted.

1. Limited License. You have a non-exclusive and non-transferable right and license to use the API. Partners or resellers of Akamai Services under a currently valid reseller agreement with Akamai shall have the additional license to extend their implementation of the API to customers who purchase Akamai Services indirectly through them. The API shall only be used in connection with your authorized use of Akamai's services, and for no other purpose. Akamai shall have the right to modify the API at any time within its discretion. Updated versions of the API may be made available. You will ensure that anyone who obtains and uses the API does so only in compliance with the terms of this Agreement. No right to sublicense is granted, and Akamai may terminate this license at any time upon notice to you. All other rights in and to the API are hereby reserved.

2. Restrictions.

(a) Personally Identifiable Information. You will ensure that your use of the API does not provide Akamai any personally identifiable information (PII), or any other information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. Further, Akamai assumes no obligation and is not responsible to obtain end user consent or approval for integration of the API with your environment, or to obtain any such end user consent or approval to collect data using the API.

(b) Third Party Use, Reverse Engineering or Export. You may not use, copy, modify or distribute the API except as provided in this Agreement. Except as set forth herein, the API may not be used in association with any third party product or service including, without limitation, any third party content delivery network (CDN). Except as permitted by applicable law and this Agreement, neither you, nor your end-users, may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create unauthorized derivative works from, the API or transmit the API over a network. For purposes of clarity, an authorized derivative work is one you create based on the API for your internal use only in conjunction with the Akamai services. You may not use or otherwise export the API except as authorized by United States law and the laws of the jurisdiction in which the API was obtained. In particular, but without limitation, none of the API may be used or otherwise exported or re-exported (a) into (or to a national or resident of) a United States embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the API, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

You agree that Akamai may monitor or audit you use of the API to confirm your compliance with these restrictions

3. No Warranty On API. You and your end users use the API and any derivative works you may create based on the API at your own risk. Akamai provides the API to you "AS IS" and without warranty and you hereby indemnify Akamai for your use of the API to create derivative works. You are not entitled to any hard copy documentation, maintenance, support or updates for the API, although Akamai may in its sole discretion provide these items.

AKAMAI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE API, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AKAMAI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE API WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE API WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API WILL BE CORRECTED. FURTHERMORE, AKAMAI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE API OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

4. Limitation Of Liability. In no event shall Akamai be liable to you for any damages exceeding any amount paid for the API or the service with which the API is used.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL AKAMAI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY LOSS OF DATA CAUSED BY THE API. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

5. Indemnification. You will indemnify, defend and hold Akamai, its employees, agents, consultants, subsidiaries, partners, affiliates, and licensors harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) (collectively, "Claims") that may arise from or are related to (i) use of the API; or (ii) the development, maintenance, use and contents of any derivative work thereof, including but not limited to any infringement of any third-party proprietary rights. At Akamai's option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Akamai may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you will not settle any such Claim without Akamai's prior written consent).

6. Government End Users. If you are acquiring the API on behalf of any part of the United States Government, the following provisions apply. The API and accompanying documentation are deemed to be "commercial computer API" and "commercial computer API documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the API and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 220.7015(b).

7. Controlling Law and Severability. This Agreement shall be governed by the laws of the United States and those of the Commonwealth of Massachusetts. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

8. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing. Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term(s) of this Agreement. Upon termination, You, Customer and any associated end-users will no longer have the right to download, install, integrate and/or use the API or derivative works thereof in any manner.