

Unified (MAP + mPulse) Software Development Kit License Agreement

This is a License Agreement (the "Agreement") for certain code and instructions (the "Software") owned by Akamai Technologies, Inc. ("Akamai") that is useful in connection with Akamai's service offerings.

Please read this Agreement. By using the Software, or any modified version of the Software customized by Akamai, you agree to these terms. If you do not agree to the terms of this Agreement, the Software cannot be integrated with your environment or otherwise used for any purpose. The Software consists of code and instructions for Akamai's Unified (MAP + mPulse) Software Development Kit. Code will be provided to you in binary format, and you agree that you will not request a copy of the associated source code. Akamai either owns or has the right to provide you the Software.

1. Limited License. You have a non-exclusive, personal, and non-transferable right and license to use the Software. The Software shall only be used in connection with your authorized use of Akamai's services, and for no other purpose. You agree that Akamai owns all intellectual property rights, title, and interest in and to the Software and derivatives thereof. Akamai shall have the right to modify the Software at any time within its sole discretion. Updated versions of the Software may be made available, and you will use reasonable efforts to ensure that you use the most recent version of the Software made available by Akamai. No right to sublicense is granted, and this Agreement shall automatically terminate upon (i) breach of the terms included herein or (ii) expiration or termination of your order for Akamai's Enterprise Threat Protector. All other rights in and to the Software are hereby reserved. Nothing in this Agreement gives you a right to use any of Akamai's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. You agree that you will not remove, obscure, or alter any proprietary rights notices that may be affixed to or contained within the Software. You will not engage in any activity with the Software that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of Akamai or any third party. You are responsible for complying with all applicable laws and regulations concerning (i) data collection from your end users, including without limitation securing necessary consents, and (ii) the sharing of such data with Akamai. You agree that you are solely responsible for (and that Akamai has no responsibility to or liability to you or to any third party, including your end users) and liable for (i) any breach of your obligations under this Agreement, any applicable third party contract or Terms of Use, or any applicable law or regulation, and (ii) the consequences (including any loss or damage that Akamai or any third party may suffer) of any such breach.
2. Restrictions on Third Party Use, Reverse Engineering, and Export. You may not use, copy, modify or distribute the Software except as provided in this Agreement. Except as set forth herein, the Software 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, neither you, nor your end- users, may decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, or create derivative works from, the Software or transmit the Software over a network. You may not use or otherwise export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, none of the Software 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 Software, 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.
3. Open Source Software. Any use, reproduction, and distribution of components of the Software licensed under an open source software license will be governed solely by the

terms of that open source software license and not by this Agreement. Such components are identified in Schedule A.

4. No Warranty on Software. You and your end users use the Software at your own risk. Akamai provides the Software to you "AS IS" and without warranty and you hereby indemnify Akamai for your use of the Software. You are not entitled to any hard copy documentation, maintenance, support or updates for the Software.

AKAMAI EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, AKAMAI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE 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.

5. Limitation of Liability. In no event shall Akamai be liable to you for any damages exceeding any amount paid for the Software or the Akamai service with which the Software 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 SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

6. Government End Users. If you are acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software 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 Software 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 State 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. Complete Agreement. 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.

Schedule A

Third Party Software Components

The following third party and/or open source elements are included in the Software:

Package / Script module	License	Additional Information
SBJson 5	BSD 3-clause	iOS only
Cocoa Lumberjack	BSD 3-clause	iOS only
Google protocolbuffers	BSD 3-clause	iOS only
Cronet Library	Apache 2.0	
mPulse Android Gradle Plugin 2.6.3	Apache 2.0	Android only
dnsjava	BSD 2-clause	