

INFINITE MEDIA ACCELERATION COMMERCIAL LICENSE AGREEMENT

Please read this Agreement. By using the Software, or any modified version of the Software customized by Akamai or you ("You" or the "Company"), 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.

This Commercial License Agreement (the "Agreement") for the distribution and use of the Infinite Media Acceleration App (the "Software") constitutes a valid and binding agreement between You, the Company, and Akamai Technologies, Inc. ("Akamai"). The Software includes any on-line or electronic documentation and any updates and upgrades that Akamai may make available to the Company during the term of this Agreement.

1. PERMISSION TO UTILIZE

The Software is a streaming media technology, including multicast, designed to increase the quality and stability of video streams over the Internet and reduce network load.

The Company hereby grants permission for Akamai and other end users of the Software to use and share the processor and bandwidth of the devices, including set-top-boxes, computers, and mobile devices, provided to the Company's end users for the limited purpose of delivering video and audio streams between the Company's users and other end users of the Software. Akamai, as a mere provider for the Company, disclaims any responsibility towards the Company's end users in relation to the shared use of the processor and bandwidth of the aforementioned devices.

The Company is responsible for any telecommunication or other connectivity charges incurred through the use of the Software.

2. LICENSE GRANT

Subject to the terms of this Agreement, Akamai hereby grants the Company a limited, non-exclusive, corporate, non-sublicensable, non-assignable, revocable right to download, install and use the Software solely for the use in the Company's network and specific web or Internet properties listed in the Order Form to which this licence agreement relates.

The Company may distribute copies of the Software to end users by directing them to download from servers controlled by Akamai or by the Company.

The Company's use of the Software is subject to acceptance of Infinite Media Acceleration End User License Agreement. The Company's distribution of the Software to the Company's customers and end users is subject to the Company's obtaining from its customers and end users a legally binding consent toward Akamai of the Infinite Media Acceleration End User License Agreement, prior to their receipt of the Software.

3. LICENSE RESTRICTIONS

Akamai may, in its sole discretion, update the Software at any time without prior notice to the Company.

The Company may only install or use the Software on devices and specific web or Internet properties listed in Order Form owned or controlled by the Company. The Company may not alter, modify, further develop, reverse engineer, decompile, disassemble, or otherwise decode or attempt to decode the Software, except and only to the extent that such activity is expressly permitted by mandatory law notwithstanding this limitation. The Company may not hack or change any security codes or devices in the Software.

Moreover, the Company may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Software or in any way reproduce or circumvent the navigational structure or presentation of the Software to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Software, (ii) attempt to gain unauthorized access to any portion or feature of the Software or any other systems or networks connected to the Software or to any of the services offered on or through the Software, by hacking, password "mining," or any other illegitimate means, (iii) probe, scan, or test the vulnerability of the Software or any network connected to the Software service, nor breach the security or authentication measures on the Software or any network connected to the Software, (iv) reverse look-up, trace, or

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The Company may not use the Software for any illegal purposes or any other purpose not authorized herein. The Company agrees not to use the Software in any way that violates the rights of others (including, but not limited to, copyrights and other intellectual property rights, and rights of privacy and publicity). Any use of the Software is to be conducted in accordance with governmental rules in the Company's jurisdiction.

The Company may not sell, assign, rent, lease, license, sublicense, transfer or otherwise distribute the Software or the license for the Software to any other person or entity without the prior written consent of Akamai.

4. PROPRIETARY RIGHTS

Akamai and/or its licensors retain the ownership of all intellectual property rights to the Software, including but not limited to patents, copyrights, design rights, technical documentation and know-how.

5. UPDATES AND UPGRADES

When installed on the Company's or the Company's Customers' devices, the software periodically communicates with Akamai's server. Akamai reserves the right to remotely provide updates or upgrades to the Software installed on the Company or the Company's Customers' devices.

6. PRIVACY AND INFORMATION

Akamai shall process the collected performance and quality data in accordance with Infinite Media Acceleration End User License Agreement (<https://community.akamai.com/docs/DOC-5296>).

7. NO WARRANTY AND LIMITATION OF LIABILITY

THE SOFTWARE IS PROVIDED "AS IS", AND AKAMAI, ALL OF AKAMAI'S SUB-CONTRACTORS AND LICENSORS, AND THE PROVIDERS OF THE VIDEO AND AUDIO CONTENT THAT THE COMPANY ACCESSES AND VIEWES USING THE SOFTWARE ("CONTENT PROVIDERS"), DISCLAIM ALL WARRANTIES AND CONDITIONS REGARDING THE SOFTWARE EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS WARRANTIES AND CONDITIONS OF TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AS THE SOFTWARE IS PROVIDED TO THE COMPANY AT NO CHARGE, THE COMPANY AGREES THAT ANY USE OF THE SOFTWARE IS AT ITS OWN RISK, AND NEITHER AKAMAI, ITS SUBCONTRACTORS OR ITS LICENSORS, OR THE CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR CORRUPTION OF DATA (INCLUDING BROADCASTED CONTENT FOR WHICH THE COMPANY HAS PAID), LOST PROFITS, LOST SAVINGS OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER FINANCIAL DAMAGES, EVEN IF AKAMAI OR THE CONTENT PROVIDER WAS INFORMED OF THEIR POSSIBILITY. THE COMPANY IS REQUESTED TO VERIFY ITS WORK AND MAKE BACK-UP COPIES, AND AKAMAI, ITS SUBCONTRACTORS AND/OR ITS LICENSORS, AND THE CONTENT PROVIDERS WILL NOT BE RESPONSIBLE FOR ITS FAILURE TO DO SO. AKAMAI, ITS SUB-CONTRACTORS AND LICENSORS AND THE CONTENT PROVIDERS DO NOT WARRANT THAT THE SOFTWARE (AND/OR THE SYSTEMS IN WHICH THE SOFTWARE IS IMPLEMENTED OR WITH WHICH IT COMMUNICATES) WILL ALWAYS BE ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES AKAMAI OR THE CONTENT PROVIDERS WARRANT ANY

CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF STREAMING MADE THROUGH THE SOFTWARE.

8. NOT SUITABLE FOR CRITICAL USE

The Software is built for personal entertainment use only. It should not be used in or allowed to communicate with any health critical applications or systems or any other vital, critical or valuable applications or systems.

9. GOVERNING LAW

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.

10. TERMINATION

If this Agreement is related to a Service Order Form or other service agreement between the parties, this Agreement is automatically terminated if the related service agreements are terminated.

Akamai may at any time, terminate the Agreement with the Licensee if: (1) the Company has breached any provision of the Agreement; and/or (2) Akamai is required to do so by law.

The Infinite Media Acceleration End User License Agreement regulates the termination of the end-users' use of the Infinite Media Acceleration App.

Upon termination of this Agreement for any reason, the Company must remove the Software from the Company's systems and dispose of all originals and copies of the Software.

Termination of this Agreement by either party in accordance with this clause 10 shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at the date of termination.

11. COMPLIANCE WITH LOCAL LAW

The Company is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Software, and the Company represents that the Company has complied with any regulations or registration procedures required by applicable law to make this license enforceable; if the laws applicable to the use of the Software would prohibit the enforceability of this Agreement, or impose any additional burdens on Akamai and/or the Content Providers, or confer any rights to the Company that are materially different from the terms and conditions of this Agreement, then the Company is not authorized to use the Software and the Company agrees to cease using the Software and to remove the Software from its systems.

12. IMPORT AND EXPORT

The Company agrees to fully comply with all local export and import laws, regulations, rules and orders, or any government agency or authority, and not to directly or indirectly export, re-export, transfer, or release the Software, any other commodities, software or technology received from Akamai, or any direct product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the relevant government. The Company further agrees to assume responsibility for and bear all expenses relating to compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

13. AMENDMENTS

Akamai reserves the right to modify the terms and conditions of this Agreement in its sole discretion at any time by making it available for the Company's review. Any modifications to this Agreement, including, but not limited to, any modifications to the warranty disclaimers or limitations of liability contained in this Agreement, will supersede the prior agreement provisions for all activity occurring after the revised version has been made available in the manner described above. The Company's continued use of the Software after the revised version is made available constitutes an agreement to the revision. THE COMPANY EXPRESSLY ACKNOWLEDGES HAVING READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH

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14. OTHER SOFTWARE

Any use, reproduction and distribution of components of the Infinite Media Acceleration Software licensed under an open source software license shall be governed solely by the terms of that open source software license and not by this Agreement.

15. MISCELLANEOUS AND EXECUTION

This Agreement constitutes the entire agreement between the Company and Akamai. This Agreement may not be amended or modified other than in the manner described above. If any provision in this Agreement is held to be illegal, invalid or unenforceable, the remaining terms of this Agreement shall remain in full force and effect. Akamai shall not be deemed to have waived any of its rights under this Agreement absent an express written waiver signed by an authorized representative of Akamai.