OCTOSHARE COMMERCIAL LICENSE AGREEMENT

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Company hereby acknowledges that the Software utilizes a grid streaming technology. With grid streaming technology, parts of the video and audio stream that Company users watch and listen to, may be delivered via the Set-top-boxes or Computers of other end users of the Software, and the Set-top-boxes or Computers, on which Company installs the Software may also be used to deliver parts of the video, audio data streams to other end users of the Software.

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

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

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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.

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Company may terminate this Agreement at any time, with or without cause, by providing written notice to Akamai.

Akamai may terminate this Agreement at any time by providing notice to Company if Company are in material or persistent breach of any of this Agreement and either that breach is incapable of remedy or Company fail to remedy that breach within 30 days after receiving written notice requiring Company to remedy that breach.

Upon termination of this Agreement for any reason, Company must remove the Software from 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.

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