

Octoshape End User License Agreement

PLEASE READ CAREFULLY BEFORE ACCEPTING AND DOWNLOADING THE SOFTWARE OR USING THE PRODUCT(S) OR OCTOSHAPE WEBSITES

PURPOSE OF OCTOSHAPE INFINITE HD SOFTWARE: Octoshape Infinite HD is a streaming media technology that increases the quality and stability of video streams through the Internet to provide you with the highest quality streaming experience. Octoshape Infinite HD also implements a suite of Multicast technologies (Native, Automatic Multicast Tunneling and Simulated) in order to reduce the network load that streaming video normally causes on Internet service providers, Enterprise and Campus networks.

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1. YOUR AGREEMENT WITH AKAMAI

- 1.1. "Akamai", "we," "us," or "our" means Akamai Technologies, Inc.
- 1.2. Akamai's "Internet Media Distribution Software", 'Octoshape' branded software applications (together the "Octoshape Software"), and associated documentation (whether in printed or electronic form) including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto ("Updates") (collectively the "Software") is licensed (not sold) to you by Akamai.
- 1.3. The features and products that are made available through the Software for free ("Free Products") are provided to you by Akamai.

- 1.4. "Octoshape's websites" means www.octoshape.com or any site under the octoshape.com domain are operated by Akamai.
- 1.5. "Products" means collectively the Free Products;
- 1.6. "You" or "your" means you, the user of the Software and licensee under these Terms.
- 1.7. Your agreement with Akamai is made up of the terms and conditions set out in this document, together with any fair usage policies described in this document (collectively the "Terms"). In case of any inconsistency between the fair usage policies or any Additional Terms and this document, the terms and conditions established in this document shall prevail.

2. ACCEPTANCE OF THE TERMS

- 2.1. In order to download and/or use the Software, Products and/or Octoshape Websites you must first accept these Terms. These Terms are accepted by you (a) when you click to accept or agree to the Terms; or (b) when you download and/or use the Software, Products and/or Octoshape Websites. We advise you to print a copy of these Terms for your records. These Terms remain effective from the date of acceptance until terminated by you or Akamai in accordance with paragraph 9.
- 2.2. You cannot accept these Terms if (a) you are not lawfully entitled to use the Software, Products and/or Octoshape Websites in the country in which you are located or resident or (b) if you are not of legal age to form a binding agreement with Akamai.

3. CHANGES TO THE TERMS

- 3.1. Akamai may make changes to these Terms from time to time. Akamai will publish the changes at: <http://www.octoshape.com/support/eula/>
- 3.2. Changes to the fair usage policies and/or Additional Terms will be posted on the applicable Octoshape Website. The changes will be effective when published. Please review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your use of the Software, Products and/or Octoshape Websites after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate your relationship with Akamai in accordance with paragraph 9 below.

4. LICENSE

4.1. License. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license to download and install the Software on a personal computer, mobile phone or other device; and personally use the Software. For the avoidance of doubt, (a) IT administrators working on behalf of a company may download and install the Octoshape Software onto personal computers or other devices used by personnel of such company; and (b) you are permitted to use the Software at a university or other educational institution, or at work. Akamai reserves all rights not expressly granted to you under these Terms.

4.2. Restrictions. You may not and you agree not to:

4.2.1. sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;

4.2.2. undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law);

4.2.3. undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, to gain unauthorized or illegal access to the data distributed by the Software (except to the extent permitted by law);

4.2.4. remove, obscure or alter any copyright notices or other proprietary notices included in the Software;

4.2.5. use the Software or cause the Software (or any part of it) to be used within or to provide any products or services to third parties.

4.2.6. other than for the purposes of download and installation, use the Software except in conjunction with Octoshape streaming services.

4.3. Third Party Technology. If you are using Software pre-loaded on, embedded in, combined, distributed or used with or downloaded onto third party products, hardware, software applications, programs or devices ("Third Party Technology"), you agree and acknowledge that: (a) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology; (b) some Products and/or functionality may not be accessible through the Third Party Technology and (c)

Akamai cannot guarantee that the Software shall always be available on or in connection with such Third Party Technology.

- 4.4. Third Party Notices. The Software may include third party code that Akamai, not the third party, licenses to you under this agreement. Notices, if any, for the third party code are included for your information only. Third party scripts, linked to, called or referenced from the Software, are licensed to you by the third parties that own such code, not by Akamai.

5. USE OF THE SOFTWARE, PRODUCTS AND OCTOSHAPE WEBSITES

- 5.1. Equipment: In order to use the Software and the Products you will need an Internet broadband connection. You are responsible for providing all equipment required to access the Internet.
- 5.2. Use of Your Equipment: The Internet Media Distribution Software may use the processing capabilities, memory and bandwidth of the computer (or other applicable device) you are using, for the limited purpose of facilitating the media distribution and establishing the connection between Internet Media Distribution Software users. If your use of the Internet Media Distribution Software is dependent upon the use of a processor and bandwidth owned or controlled by a third party, you acknowledge and agree that your license to use the Internet Media Distribution Software is subject to you obtaining consent from the relevant third party for such use. You represent and warrant that by accepting these Terms, you have obtained such consent.
- 5.3. Updates to the Software: Akamai may automatically check your version of the Octoshape Software. Akamai will automatically from time to time update the Software. These updates are required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions. You agree to receive such updates from Akamai in order to continue using the Octoshape Software and you agree to accept such Updates subject to these Terms.
- 5.4. Suspension, technical improvement and maintenance: From time to time, Akamai may need to perform maintenance on or upgrade the Software, Products or Octoshape Websites or the underlying infrastructure that enables you to use the Software, Products or Octoshape Websites. This may require Akamai to temporarily suspend or limit your use of some or all of the Software, Products or Octoshape Websites until such time as this maintenance and/or upgrade can be completed. To the extent possible and unless an intervention is urgently required, Akamai will publish the time and date of such suspension or limitation on the Octoshape Website in advance. You will not be entitled to

claim damages for such suspension or limitation of the use of any Software, Product or Octoshape Website.

5.5. Quality: Akamai cannot guarantee that the Software, Products or Octoshape Websites will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software, Products (depending on the Products used) or Octoshape Websites, and may result in the failure of your media distribution including but not limited to: your local network, firewall, your internet service provider, the public internet, and your power supply. Akamai takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

5.6. Changes to Products: Akamai is constantly improving the Software and Products and may also need to change technical features from time to time in order to comply with applicable regulations. Accordingly, you acknowledge and agree that the Products and functionality of the Software may vary from time to time. Technical requirements for use of Products and Software and feature descriptions are available on the Octoshape Website. If you do not agree with any changes to Software and Products, you may terminate your relationship with Akamai in accordance with paragraph 9. In addition, you acknowledge and agree that certain Products may be subject to usage limits or geographical restrictions, which may vary from time to time.

5.7. Unsolicited Ideas Akamai does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“Unsolicited Feedback”). If you send any Unsolicited Feedback to Akamai through the Octoshape Website or otherwise, you acknowledge and agree, that Akamai shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

5.8. Linking You may link to the Octoshape Website from another website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by Akamai where none exists. You may not frame the Site on any other site.

6. YOUR OBLIGATIONS

6.1. Lawful Use: You must use the Software, Products and Octoshape Websites in accordance with the laws of where you are located.

6.2. Prohibited Use: You may not:

- 6.2.1. a intercept or monitor, damage or modify any media distribution which is not intended for you;
- 6.2.2. use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Software, Products, Octoshape Websites, communication or protocols;
- 6.2.3. impact or attempt to impact the availability of the Software, Products or Octoshape Websites for example, with a denial of service (DoS) or distributed denial of service (DDoS) attack;
- 6.2.4. use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Software, Products or Octoshape Websites. Notwithstanding the foregoing, you agree that Akamai grants to the operators of public search engines permission to use spiders to copy materials from the Octoshape Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Akamai reserves the right to revoke these exceptions at any time.

6.3. User Submissions

- 6.3.1. Please exercise respect when participating in any features of the Octoshape Websites or Software such as Forums, Blogs, email functions, and/or publishing or any other function on the Octoshape Websites or of the Octoshape Software which allows you to post, upload, edit and/or publish content. You acknowledge and agree that: (i) by using the Octoshape Websites and/or Software you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (ii) you are solely responsible for, and Akamai has no responsibility to you or any third party for any User Submissions that you create, submit, post or publish on the Octoshape Websites or through the Software; (iii) Akamai does not guarantee any confidentiality with respect to User Submissions, whether or not they are published (iv) Akamai is not responsible for any User Submissions that you may have access to through your use of the Octoshape Websites or Software and all User Submissions are the responsibility of the person from whom such User Submissions originated. Akamai does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Submissions.
- 6.3.2. In connection with your User Submissions, you represent and warrant that you own or have the necessary licenses, rights, consents, and

permissions to use and authorize Akamai to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all User Submissions in accordance with these Terms; and

6.3.3. you have the written consent, release and /or permission of each and every identifiable individual person in the User Submission to use the name and/or likeness of each and every such individual in the User Submission, to enable inclusion and use thereof in the manner contemplated by these Terms. You shall not copy, post or use text, photos, pictures, music, sounds, images or any other content from any third party or source ("Third Party Content") without specific permission from the owner. Such Third Party Content may be protected by intellectual property laws and the owners of the intellectual property rights in such content may object to its use. You must not use any Third Party Content without first obtaining the permission of the owner of the intellectual property rights in such content.

6.3.4. If, at any time you choose to upload or post User Submissions to the Octoshape Websites or through the Software (excluding Reports and excluding the content of your communications) you automatically grant Akamai a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, sub-licensable and transferable license of all rights to use, edit, modify, include, incorporate, adapt, record, publicly perform, display, transmit and reproduce the User Submissions including, without limitation, all trademarks associated therewith, in connection with the Octoshape Websites and Octoshape's Software and Products including for the purpose of promoting or redistributing part or all of the Octoshape Websites and/or the Software or Products, in any and all media now known or hereafter devised. You also hereby grant each user of the Octoshape Website and/or Octoshape's Software or Products a non-exclusive license to access your User Submission through the Octoshape Website and/or Software or Products and to use, copy, distribute, prepare derivative works of, display, perform and transmit such User Submissions solely as permitted through the functionality of the Octoshape Websites and/or Software or Products and pursuant to these Terms. In addition, you waive any so-called "moral rights" in and to the User Submissions, to the extent permitted by applicable law.

6.3.5. You may not submit or publish through the Octoshape Website or Software any User Submissions that are libelous, defamatory, harassing, hateful, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement of any intellectual property rights or a trade secret of a third party, or would otherwise violate the rights of any third party or give rise to civil or criminal liability. Furthermore, you may not submit or publish User Submissions that contain falsehoods or

misrepresentations, solicit funds or services, contain advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, impersonate others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to solicit, for commercial purposes, any users of the Octoshape Website or Software with respect to their User Submissions. You agree not to circumvent, disable or otherwise interfere with the security related features of the Octoshape Website or Software or features that prevent or restrict the use of any content thereof.

6.4. No Reselling. The Software and Products are for your individual use. You shall not resell or commercialize the Software and/or Products to any third party.

6.5. Import and export. You agree 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. You further agree to assume responsibility for and bear all expenses relating to your compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

7. PROPRIETARY RIGHTS

7.1. The Software, Products and Octoshape Websites contain proprietary and confidential information that is protected by intellectual property laws and treaties.

7.2. The content and compilation of content included on the Octoshape Websites, (excluding User Submissions) such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of Akamai, its affiliates or licensors and are protected by United States and international copyright laws. Such copyright protected content cannot be reproduced without Akamai's express permission. Akamai reserves all rights not expressly granted in the Octoshape Websites.

7.3. Akamai and/or its licensors retain exclusive ownership of the Software, Products and Octoshape Websites and all intellectual property therein (whether or not registered and anywhere in the world). You will not take any action to jeopardize, limit or interfere with Akamai's intellectual property rights in the Software, Products and/or Octoshape Websites.

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8. CHARGES

8.1. Third Party Charges: Using the Software to consume Internet media on devices with metered access plans will use some of the data allowance available on the data package to which you have subscribed with your mobile or broadband network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

9. ENDING YOUR RELATIONSHIP WITH AKAMAI

9.1. You may terminate your relationship with Akamai at any time and without recourse to the courts by ceasing to use the Software, Products and/or Octoshape Websites and removing the Software from your computer or device. Instructions for removing Octoshape from your computer can be found here: <http://www.octoshape.com/plugin/uninstall.html>

9.2. Akamai may terminate its relationship with you, or may terminate or suspend your use of the Software, Products or Octoshape Websites at any time and without recourse to the courts:

9.2.1. if you are in breach of these Terms;

9.2.2. if Akamai reasonably suspects that you are using the Software, the Products and/or Octoshape Websites to break the law or infringe third party rights;

9.2.3. if Akamai reasonably suspects that you are trying to unfairly exploit or misuse any of our policies.

- 9.2.4. if Akamai reasonably suspects that you are using our Products, Software and/or Octoshape Websites fraudulently;
 - 9.2.5. in respect of a particular Product, on thirty (30) days notice if Akamai decides to cease offering that Product;
 - 9.2.6. immediately, if required due to a change in laws/regulation by a regulator or authority with a lawful mandate, or by any of Akamai's partners;
 - 9.2.7. immediately, if Akamai decides to cease offering the Software to users in your jurisdiction generally.
- 9.3. Akamai shall effect such termination by disabling the functionality of the Software, Products and/or Octoshape Websites (as applicable).
- 9.4. Consequences of Termination: Upon termination of your relationship with Akamai: (a) all licenses and rights to use the Software, Products and/or Octoshape Websites shall immediately terminate; (b) you will immediately cease any and all use of the Software, Products and/or Octoshape Websites; and (c) you will immediately remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in your possession or under your control.

10. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

- 10.1. For the purposes of this paragraph 10, "Akamai" includes its subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.
- 10.2. No Warranties: TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SOFTWARE, PRODUCTS AND OCTOSHAPE WEBSITES ARE PROVIDED "AS IS" AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER; AKAMAI DOES NOT MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, PRODUCTS AND/OR OCTOSHAPE WEBSITES INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. AKAMAI FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, PRODUCTS AND/OR OCTOSHAPE WEBSITES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES AKAMAI

WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF MEDIA DISTRIBUTION MADE THROUGH THE SOFTWARE.

- 10.3. Nothing in these Terms shall exclude or restrict Akamai's liability for (a) death or personal injury, (b) loss resulting from Akamai's wilful default or gross negligence, (c) fraud or deliberate misrepresentation, or (d) any liability, which cannot be limited or excluded by applicable law.
- 10.4. No Liability: YOU ACKNOWLEDGE AND AGREE THAT AKAMAI WILL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO AKAMAI, IN CONNECTION WITH OR ARISING FROM YOUR USE OF OCTOSHAPE WEBSITES, OR THE INTERNET COMMUNICATIONS SOFTWARE OR OTHER SOFTWARE THAT IS PROVIDED FREE OF CHARGE. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH SUCH SOFTWARE AND/OR OCTOSHAPE WEBSITES IS TO IMMEDIATELY DEINSTALL SUCH SOFTWARE AND CEASE USE OF SUCH SOFTWARE AND/OR OCTOSHAPE WEBSITES.
- 10.5. Limitation of Liability: Subject to paragraphs 10.3 – 10.4 above, Akamai shall not be liable to you, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to Akamai, for:
- 10.5.1. any indirect, special, incidental or consequential damages; or
 - 10.5.2. any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or
 - 10.5.3. any damage to or corruption of data (whether direct or indirect);
 - 10.5.4. any claim, damage or loss (whether direct or indirect) arising from or relating to:
 - 10.5.4.1. your inability to use the Software,
 - 10.5.4.2. any claim, damage or loss (whether direct or indirect) arising from or relating to:
 - 10.5.4.2.1. any product or service provided by a third party under their own terms of service;
 - 10.5.5. any Third Party Technology;

10.5.6. any third party website.

10.6. Subject to paragraphs 10.3 – 10.5 above, Akamai's total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other theory of liability)) SHALL NOT EXCEED IN AGGREGATE THE AMOUNT PAID BY YOU FOR THE PRODUCTS IN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM.

10.7. If any third party brings a claim against Akamai in connection with, or arising out of (i) your breach of these Terms; (ii) your breach of any applicable law of regulation; (iii) your infringement or violation of the rights of any third parties (including intellectual property rights); (iv) your User Submissions or (v) your complaint in relation to any User Submission, you will indemnify and hold Akamai harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

11. THIRD PARTY WEBSITES PRODUCTS AND SERVICES

11.1. Third parties may offer products or services via the Software and/or Octoshape Websites. Whilst Akamai takes no responsibility for such products or services, if you encounter any problems with payment for or download, use of installation of such products or services, Akamai will use commercially reasonable endeavours to assist or resolve the problems. The third party products or services may be subject to the third party provider's own terms and privacy policy that you may have to accept upon download or installation. You should review such terms before making any purchase or using any third party product or service and Akamai shall not be responsible for your failure to do so.

11.2. You acknowledge and agree that any third party product information and pricing that is shown on the Octoshape Websites regarding third party products and services is given to Akamai by the applicable third party merchant ("Merchant"). The Merchant has the ability to change their pricing or terminate their product availability at anytime. Akamai is not involved in any transactions between you and any Merchant whose products and/or services are listed on the Octoshape Websites. Akamai does not control, is not responsible for and does not guarantee: (i) the pricing, quality, performance, availability or terms and conditions of purchase of products or services provided by the Merchant; (ii) any payment transactions, delivery, returns or after sales activities related to the products or services purchased on the Merchants' websites; (iii) the availability of the Merchant's websites; (iv) the completeness, truth or accuracy of any advertising or other materials on, or available from, the Merchants' websites, nor any listing or other content about such products and services displayed on the Octoshape Websites; (v) links to the Merchants' websites that

are featured on the Octoshape Websites. Any questions, complaints, or claims related to any product or service provided by a Merchant should be directed to the applicable Merchant.

- 11.3. The Software and Octoshape Websites may include hyperlinks to other third party websites. Akamai is not responsible for such third party websites or the availability of such websites and does not endorse any content or material on such third party websites. Your use of each of these third party websites is subject to the terms and conditions posted on the applicable website.

12. YOUR CONFIDENTIAL INFORMATION AND YOUR PRIVACY

- 12.1. You agree that the Software may send and receive commands and data related to participating publishers' digital information ("Published Content") to and from Akamai and other Akamai Interfaces to facilitate the downloading or streaming of Published Content.
- 12.2. You agree that Akamai may collect, retain and share with third party certain information regarding the transmission of Published Content similar to a normal web server. Such information may include data such as IP Address, URL of the content retrieved, date and time, file size, and data to uniquely identify the Software or describe the performance of the data flow. Before sharing any such information, Akamai shall anonymize any associated IP address by deleting the last numbers of the IP address.
- 12.3. As a condition to your downloading and using the Software and services, you agree not to (i) use the Software or our services, or attempt to penetrate, modify or manipulate the Software or our services or any of the hardware or software thereof, in order to invade the privacy of, obtain the identity of, or obtain any personal information or Internet protocol addresses of, any end-user that has installed the Software, or to modify, erase or damage any information contained on the computer of any end-user connected to Akamai or otherwise, and (ii) use any device, software or routine, or take any action whatsoever, to interfere or attempt to interfere with the proper working of the Software or our services.

13. FOR GOVERNMENT USERS ONLY

- 13.1. The Software and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in United States Federal Acquisition Regulations paragraph 12.212. Any use, duplication or disclosure of the Software or the Documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement.

14. HOW TO CONTACT AKAMAI

- 14.1. To contact Akamai in relation to the Octoshape Software or “Octoshape” branded Products, please submit a support request to:
support@octoshape.com
- 14.2. If you contact Akamai by any means other than as set out in paragraphs 14.1 your request may not be acknowledged.

15. MISCELLANEOUS

- 15.1. You agree to the use of electronic communication in order to enter into contracts and create other records and to the electronic delivery of notices, policies and changes thereto and records of transactions with Akamai.
- 15.2. For your convenience, Akamai may provide you with a translation of the English language version of these Terms. In the event of any inconsistency between a non-English version of these Terms and the English version, the English version shall govern your relationship with Akamai.
- 15.3. These Terms constitute the entire agreement between you and Akamai with respect to your use of the Software, Products and/or Octoshape Websites and replace any prior agreements between you and Octoshape or Akamai with respect to the Software, Products and/or Octoshape Websites.
- 15.4. If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.
- 15.5. The failure by Akamai to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of Akamai’s right or remedy. If Akamai waives a breach of these Terms, this shall not operate as a waiver of a subsequent breach of the Terms.
- 15.6. You may not assign these Terms or any rights or obligations contained in them. Akamai may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.
- 15.7. This paragraph 15, along with paragraphs, 4.2, 10 and any other provisions, which are expressed or clearly intended to survive or operate in the event of termination, shall survive termination of the Terms.

15.8. You acknowledge and agree that if Akamai is unable to provide the Software, Products and/or Octoshape Websites as a result of a force majeure event, Akamai will not be in breach of any of its obligations towards you under these Terms. A force majeure event means any event beyond the control of Akamai.

16. These Terms shall be governed by and interpreted in accordance with laws of the State of California, U.S.A. without regard to or application of choice of law rules or principles.

17. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT OR AGREE BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE OR USE THE SOFTWARE, PRODUCTS AND/OR OCTOSHAPE WEBSITES, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO AKAMAI THE RIGHTS SET FORTH HEREIN.

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Patents:

U.S. # 7,581,158; 7,865,811; 8,078,946

Japan # 4,690,387

Canada # 2,573,214

China # 1,985,490

Patents Pending:

EU # 1728373, 1,766,916

US # 11/631,281