

AKAMAI ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") sets forth guidelines for acceptable use of Akamai's network and systems (the "Akamai Network") and its services, software and products ("Akamai Services," together with the Akamai Network, the "Akamai Network and Services") by our customers, resellers and other users of the Akamai Network and Services (each, a "Customer"). This list is not meant to be exhaustive, but merely illustrative of examples of conduct deemed by Akamai to be inappropriate, improper or harmful to Akamai's reputation, Network or Services and therefore prohibited when using the Akamai Network and Services. The guidelines and restrictions in this AUP on use of the Akamai Network and Services by a Customer shall apply equally to the Customer's employees and any other person or entity that is provided access to the Akamai Network and/or Services directly or indirectly by the Customer ("Users"). Customer shall (i) ensure that its Users comply with this AUP and (ii) be responsible for violations of this AUP by Customer or its Users.

General Conduct

Customer must use the Akamai Network and Services in a manner consistent with the permitted use of such Akamai Network and Services. Unless otherwise expressly permitted in writing by Akamai, Customer may not assign, transfer, distribute, resell, lease or otherwise provide access to any third party to the Akamai Network or Services, or use the Akamai Network or Services with or for the benefit of any third party (other than Internet end users). Customer may only use the Akamai Network and Services for lawful purposes and in accordance with this AUP.

Responsibility for Content

Akamai takes no responsibility for any Customer or User content created, accessible or delivered on or through the Akamai Network and Services. Akamai does not monitor or exercise any editorial control over such content. Customer is solely responsible for (i) any content published or made available through the Akamai Network or Services by Customer and its Users and (ii) compliance with all laws applicable to the publication and distribution of such content. Customer shall be solely responsible for maintaining a copy of its content.

Inappropriate and Illegal Content

Customer shall not use the Akamai Network and Services to transmit, distribute or store material that is inappropriate (including online gambling), as reasonably determined by Akamai, or material that is illegal, defamatory, libelous, indecent, obscene, pornographic, enables online gambling or inconsistent with the generally accepted practices of the Internet community. Customer shall ensure that its and its Users' use of the Akamai Network and Services and all content transmitted, distributed or stored on the Akamai Network do not violate any applicable domestic or foreign laws or regulations including but not limited to laws relating to content distribution, encryption or export or any rights of any third party. Customer shall not use the Akamai Network and Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Akamai Network and Services, any other network or equipment, or other Users.

Intellectual Property

Customer shall not use the Akamai Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. If Customer uses a domain name in connection with its use of the Akamai Network and Services, such domain name must not violate any trademark, service mark, or other rights of any third party.

Fraudulent/Misleading Content

Customer shall not use the Akamai Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

Email and Spam

Customer shall not use the Akamai Network and Services to send unsolicited e-mail messages or USENET postings, including, without limitation, bulk commercial advertising or informational announcements ("spam"). Further, Customer is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the Akamai Network. In addition, Customer shall not use the Akamai Network and Services to (a) send e-mail messages or USENET postings which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages or USENET postings to a recipient who has indicated that he/she does not wish to receive them, (c) send e-mail messages or USENET postings with forged header information, or (d) send malicious e-mail messages or USENET postings, including, without limitation, "mailbombing."

Security Violations

Customer is prohibited from violating or attempting to violate the security of the Akamai Network and Services, or any third party network, system, server, or account, including, without limitation, engaging in any of the following activities: (a) accessing data, servers, accounts, databases, etc. which such Customer is not authorized to access, (b) impersonating Akamai personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing," (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) taking any action in order to obtain services to which such Customer is not entitled, or (g) attempting to utilize another party's account name or persona without authorization from that party. Customer is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Akamai Services. Violations of system or network security may result in civil or criminal liability.

Akamai Rights and Remedies

If Customer becomes aware of any content or activity that violates this AUP, Customer shall take all necessary action to prevent such Content from being routed to, passed through, or stored on the Akamai Network. Akamai reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that Akamai deems responsible for the wrongdoing.

Akamai may temporarily suspend service only to the extent necessary to prevent a violation of the AUP from causing imminent (i) exposure of Akamai or underlying service providers to criminal sanctions or prosecution, or (ii) significant irreparable harm to or significant interference with the integrity or normal operations or security of Akamai's network or networks with which Akamai is interconnected or significant interference with another customer's use of Akamai's services or the Internet. In such instance, Akamai shall provide written notice to GSA (or other agency Customer contracting official) within one hour of suspension.

Akamai may act immediately to suspend service only to the extent necessary to respond to a federal or state government order or mandate that certain conduct must be stopped. In such instance, Akamai shall provide written notice and detailed explanation to the GSA CO, GSA ACO, and the impacted Customer Agency (or other official designated by the Customer Agency) within one hour of suspension.

Under no circumstances may Akamai suspend service without notice.

Any suspension shall be only for the time necessary for steps to be taken that will reasonably prevent the violation from continuing or reoccurring.

Under no circumstances may Akamai unilaterally terminate service.