

NFT TERMS AND CONDITIONS

The purchase, acquisition, and or/ownership by an individual or entity (hereafter, “You” or “Owner”) of the NFT (“Akamai NFT”) derived from data provided by Akamai Technologies, Inc. (“Akamai”) is subject to the following NFT Terms and Conditions. These Terms and Conditions reflect the full and unconditional agreement between You and Akamai. When you purchase, acquire, or otherwise become the owner of an Akamai NFT, You shall be bound to the following NFT Terms and Conditions.

DEFINITIONS

- “Own” means rights with respect to the Akamai NFT that have been purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase has been recorded on the applicable blockchain.
- “Akamai Intellectual Property” means all Intellectual Property owned by Akamai (or, as applicable, its licensors), including but not limited to, all patents, trademarks, and copyrights.

LICENSE GRANT

- Unless stated otherwise in the description of the Akamai NFT, the Akamai NFT will be transferable. Any transferee will be subject to these NFT Terms and Conditions.
- Owner acknowledges and agrees that Akamai (or, as applicable, its licensors) own all rights, title and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas, data and other creative materials that may be associated with the Akamai NFT that You Own (collectively, and including the Akamai NFT, “Creative Materials”), and all intellectual property rights therein.
- The Akamai NFT will reflect internet data from Akamai for one year after the date of the first auction, to be held in approximately May-June 2022.
- The rights that the Owner has in and to the Creative Materials are limited to those expressly stated:
 - Akamai grants Owner a non-exclusive, royalty-free license to access, use, reproduce, display, modify, and create derivative works of the Akamai NFT that You Own (including all software, Creative Materials, content, virtual items and other material associated with the NFTs) for personal, noncommercial use only (the “Owner’s Rights”). This license includes the right to sell or otherwise transfer the Akamai NFT, provided that these terms and conditions are likewise transferred to the purchaser or acquirer and such transfer is recorded on the applicable blockchain. Akamai reserves all rights in and to the Akamai NFT not expressly granted under these NFT Terms.

- Notwithstanding any purchase of NFTs, all right, title, and interest in Akamai Intellectual Property, including the Creative Materials and other Akamai Intellectual Property incorporated in the Akamai NFT, are held by Akamai or its licensors, and Owner agrees not to infringe, violate or misappropriate those rights. However, in so exercising the Owner's Rights, Owner may use the Akamai name to denote the source of the Akamai NFT.

- Owner may not (and may not permit any third party to):
 - Modify the Creative Materials in any way;
 - Use the Creative Materials to advertise, market, or sell any product or service (with the exception of a resale of the Akamai NFT as permitted by these NFT Terms and Conditions, and applicable law);
 - Use the Creative Materials in any manner which would constitute or amount to an endorsement of or relationship with any third party, entity, product, product category, charity, or service;
 - Grant any third-party the right to use the Creative Materials;
 - Use the Creative Materials in any way that constitutes sexual conduct, or unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal or obscene activity, or that promotes any such conduct or activity, or otherwise infringe upon the rights of others;
 - Use the Creative Materials in movies, videos, or other forms of media, except solely for your own personal, non-commercial use;
 - Sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Creative Materials;
 - Attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Creative Materials except for the limited license granted pursuant to these NFT Terms and Conditions; or
 - Otherwise use the Creative Materials for the Owner's or any third party's commercial benefit. To the extent that the Creative Materials contain any intellectual property licensed from a third party, Owner will not have the right to use such third party intellectual property in any way except as incorporated in the Creative Materials (and subject to all of the restrictions set forth herein with respect to the Owner's use of the Creative Materials).

- The license granted in these NFT Terms and Conditions is non-transferable and applies only to the extent Owner continues to Own the Akamai NFT. If at any time the Owner sells, trades, donates, gives away, transfers, or otherwise disposes of the Akamai NFT for any reason, the license granted in these NFT Terms and Conditions will immediately expire, and You will have no further rights in or to the Akamai NFT or the related Creative Materials.

DISCLAIMERS

- YOUR ACCESS TO AND USE OF THE AKAMAI NFT AND CREATIVE MATERIALS IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE AKAMAI NFT AND CREATIVE MATERIALS ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AKAMAI (AND, AS APPLICABLE, ITS LICENSORS) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AKAMAI AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF THE AKAMAI NFT AND THE CREATIVE MATERIALS; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; (C) WHETHER THE AKAMAI NFT AND CREATIVE MATERIALS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE AKAMAI NFT AND CREATIVE MATERIALS. THE AKAMAI NFT AND CREATIVE MATERIALS ARE INTENDED FOR CONSUMER ENJOYMENT, USE, AND CONSUMPTION ONLY. THE AKAMAI NFT IS NOT A “SECURITY,” AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE.
- TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL AKAMAI OR ITS LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS LICENSE OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THIS LICENSE AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF AKAMAI AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF AKAMAI AND ITS LICENSORS FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$10,000 OR (II) THE AMOUNT YOU PAID AKAMAI FOR YOUR AKAMAI NFT.

- By entering into this License and accessing or using the Akamai NFT and Creative Materials, you agree that you shall defend, indemnify and hold Akamai and its licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by Akamai or its licensors arising out of or in connection with: (i) your violation or breach of any term of this License or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Akamai NFT or Creative Materials; (iv) any modifications to or derivative works of the Akamai NFT you create, or (v) any fraud, negligence or willful misconduct committed by you.

ADDITIONAL PROVISIONS

- Akamai may modify this License from time to time. If Akamai makes changes that are material, we will use reasonable efforts to attempt to notify you. Your continued access or use of the Akamai NFT or the Creative Materials after the License has been updated will be deemed your acceptance of the modified License.
- If you breach any of the provisions of this License, all licenses granted by Akamai will terminate automatically. Upon the termination of your licenses, you shall cease all use of the Akamai NFT and/or Creative Materials. All provisions which by their nature should survive the termination of this License shall continue in full force and effect subsequent to and notwithstanding any termination of this License by Akamai or You. Termination will not limit any of Akamai's other rights or remedies at law or in equity.