1. DEFINITIONS.

1.1 "Affiliate" means any entity controlling or controlled by or under common control with a party, where "control" is defined as the ownership of more than 50% of the equity or other voting interests of such entity.

1.2 "Agreement" means these Terms & Conditions, applicable Transaction Documents, the accepatable use policy ("AUP"), available at: www.akamai.com/html/policies/index.html, the applicable Service Level Agreement ("SLA") and the serivce page ("Service Page"), available at: www.akamai.com/service.

1.3 "Akamai"shall mean Akamai Technologies Limited, its Affiliates, or entities authorized by Akamai to provide a Service.

1.4 "Customer" means the entity that orders the Services and is responsible for the payment of fees under, and compliance with, this Agreement.

1.5 "Service(s)" means services or products ordered by Customer in a Transaction Document.

1.6 "Transaction Documents" means documents that set forth the description of the Services and any additional terms relating to the Services, e.g. Order Forms, Statements of Work or other documents executed by the parties.

Other capitalized terms used herein are defined as set forth below or in the Transaction Document(s).

2. SCOPE.

Customer and its Affiliates may order Services by executing the applicable Transaction Documents. Transaction Documents become effective when fully executed by both parties. The Services ordered are provided subject to the Agreement. These Terms & Conditions also apply to any and all subsequent Transaction Documents executed by the parties, even when these Terms & Conditions are not explicitly referenced. Service descriptions, billing methodologies, usage requirements and related terms are set forth in the Service Page. Unless otherwise agreed by the parties, any conflict between a Transaction Document and these Terms & Conditions will be resolved in favour of the Transaction Document.

3. RESPONSIBILITIES.

3.1 Akamai shall provide the Services as set forth in the Agreement. All rights in the Services are reserved to Akamai.

3.2 Effective not fewer than thirty (30) days following delivery of notice, Akamai may modify components of any Service if such change is generally applicable to all customers. In the event of such a modification, Customer may terminate the applicable Transaction Document without termination charge if Akamai fails to remedy a material decrease in the functionality of the affected Service within thirty days of written notice from Customer.

3.3 Each party shall perform its obligations as set forth in this Agreement. Except as expressly permitted in a particular Transaction Document, Customer shall not resell the Services to a third party nor enter into any similar relationship with a third party to enable the purchase or use of the Services through Customer. For purposes of the foregoing, end-users accessing Customer's web site are not considered to be using the Services. When using the Services, Customer shall comply with Akamai's AUP.

4. PAYMENT TERMS.

4.1 Customer shall pay for the Services within thirty (30) days of invoice date. All prices are, and all payments shall be in US Dollars (USD) unless otherwise set forth in the Transaction Document. VAT and Business Tax will be outlined in the Transaction Document. There shall be no deduction in respect of any taxes to be paid by the Customer, or any offset against payment for any taxes; and all payments shall be grossed up to take account of any withholding taxes. **4.2** Customer shall pay a late charge of one percent (1%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid within thirty

(30) days of invoice date, plus all costs, including reasonable legal fees, incurred to collect any unpaid amounts.

4.3 Unless prohibited by applicable law or regulation, all invoiced amounts not disputed in writing within sixty (60) days of invoice date are deemed accepted.

4.4 Akamai reserves the right to reasonably require payment assurance.

4.5 After the initial Term of the applicable Transaction Document, Akamai may amend the fees for Services upon thirty (30) days prior notice if such change is generally applicable to its customers, provided that in the event that the fees are increased by 10% or more within any twelve (12) months period then Customer shall have the right to terminate its purchase of the applicable Service by providing written notice to Akamai within thirty (30) days of notification of the increase. In such event, the applicable Service shall terminate within fifteen (15) days upon receipt of termination notice by the Customer.

5. CONFIDENTIAL INFORMATION.

5.1 This section 5 shall not apply **a**s long as Akamai and Customer are parties to an effective non-disclosure agreement that governs the disclosure of confidential information relating to the Services.

5.2 Any information that a receiving party knows or has reason to know to be confidential or proprietary (because such information is identified by the disclosing party orally or in writing as such or is not generally known in the relevant industry), is "Confidential Information" and shall remain the sole property of the disclosing party. The terms of any Transaction Document shall also constitute Confidential Information. Neither party shall disclose, use, modify, copy, reproduce or otherwise divulge Confidential Information of the other, except as required by law. This section shall not apply to information known to or independently developed by the receiving party, disclosed in published materials, generally known to the public, or lawfully obtained from any third party.

5.3 Neither party shall use the other party's name, logo or marks without the other party's prior written consent.

6. TERM AND TERMINATION.

6.1 The Term of the Service is set forth in the applicable Transaction Document and automatically renews for successive terms of equal duration unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the applicable Term. These Terms & Conditions shall apply as long as a Transaction Document continues to be effective. Termination of an individual Transaction Document shall not terminate any other Transaction Document.

6.2 Either party may terminate a Transaction Document if the other materially breaches the Agreement and such breach continues unremedied for thirty (30) days following notice or such other period designated herein. Akamai may immediately suspend all Transaction Documents for undisputed payments not received within thirty (30) days of payment due date until all outstanding payments are received by Akamai.

6.3 Except for a termination by Customer as expressly permitted in the Agreement, if a Transaction Document is terminated prior to end of the Term for any reason, Customer shall pay Akamai a termination charge (which Customer acknowledges reflects a reasonable measure of actual damages and not a penalty) equal to 100% of the fees that would have become due for the remainder of the Term, in addition to all fees outstanding at the date of termination.

7. INDEMNIFICATION.

7.1 Akamai shall defend, indemnify and hold Customer harmless from and against any claim made, or any suit or proceeding brought against Customer, but only to the extent it is based on an allegation that a Service furnished hereunder directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If a Service is held to infringe and the use enjoined, Akamai shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same

Date:_____   Akamai Signature: _____

Date: _____   Customer Signature: _____

with a non-infringing service; or modify such Service so that it becomes non-infringing. If Akamai is unable to provide one of the foregoing remedies, Customer may terminate the applicable Service without termination charge upon written notice to Akamai. Akamai shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer Content (as defined below in Section 7.2), use of the Service other than as specified in relevant Akamai documentation, the use or combination of the Service with any hardware, software, products, applications, data or other materials not specified or provided by Akamai, or to the extent the claims arise from products or services not supplied by Akamai.

7.2 Customer is solely responsible for all content and applications, including any third party content or applications, provided to Akamai for delivery by the Services ("Customer Content"). Customer retains all right, title and interest in its Customer Content and Customer Content shall not be deemed part of any Service. Customer acknowledges that Akamai does not assume and should not be exposed to Customer´s business and operational risks associated with Customer Content. Customer shall defend, indemnify, and hold Akamai harmless as a result of any claim by a third party against Akamai with respect to any Customer Content or misuse of a Service by Customer.

7.3 The indemnified party shall (a) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, and (b) allow the indemnifying party solely to control the defense of any claim, suit or proceeding. The indemnifying party shall not enter into any settlement that imposes liability or obligations on the indemnified party without obtaining the indemnified party's prior written consent.

8. DISCLAIMER AND LIMITATIONS.

8.1 EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, CONTRACTUAL, STATUTORY OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SECURITY.

8.2 EXCEPT FOR EACH PARTY'S LIABILITY ARISING OUT OF ITS INDEMNIFICATION, PAYMENT AND CONFIDENTIALITY OBLIGATIONS AND TO THE FULLEST EXTENT PERMISSIBLE BY TAIWAN LAW, LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO AKAMAI UNDER THE APPLICABLE TRANSACTION DOCUMENT DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.

8.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY (I) LOSS OF DATA, (II) LOSS OF PROFITS, (III) LOSS OF SALES, (IV) LOSS OF OR DAMAGE TO BUSINESS, (V) LOSS OF CUSTOMERS, (VI) BUSINESS INTERRUPTION, (VII) REPLACEMENT SERVICES OR (VIII) ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. NONE OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY IN RESPECT OF (I) LIABILITY IN NEGLIGENCE CAUSING PERSONAL INJURY OR DEATH; (II) LIABILITY FOR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED (AS APPROPRIATE).

9. MISCELLANEOUS.

9.1 This Agreement shall be interpreted according to the laws of Taiwan without regard to the Vienna Convention on the International Sale of Goods (CISG) and without regard to or application of choice-of-law rules or principles. All disputes regarding the interpretation of the Agreement or of the performance hereof by either party or regarding the termination hereof, which cannot be settled amicably by the parties, shall be brought exclusively in the Taipei District Court.

9.2 Notwithstanding any local laws to the contrary, the parties agree that the governing language of this Agreement and any notices related hereto shall be English.

9.3 Any notice required or permitted shall be in writing and delivered to the contact person listed on the Transaction Documents by personal delivery, established overnight courier, facsimile transmission when receipt is confirmed electronically or in writing, or certified or registered mail, return receipt requested. Such notice will be deemed to have been given as of the date it has been so delivered or deposited, or five

(5) days after it has been mailed. Notwithstanding the foregoing, in case of suspension as permitted by Section 6.2 and/or the AUP, notification may be delivered by e-mail only.

9.4 This Agreement may be changed only in writing signed by Akamai and Customer and no effect shall be given to terms set forth in any prior or subsequent Customer purchase order, confirmation or similar document. Prior agreements, representations, and statements with respect to the subject matter are superseded by this Agreement.

9.5 The Agreement is binding upon and inures to the benefit of the parties, their respective successors in interest, legal representatives, heirs and permitted assigns.

9.6 Each party may assign this Agreement subject to the other party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned provided that Akamai may assign the Agreement to an Affiliate subject to prior written notice to Customer.

9.7 Customer is aware that the Services may be performed by an authorized Akamai sub-contractor. Notwithstanding the sub-contracting, in relation to Customer it is solely Akamai who is responsible for the performance of its rights, duties and obligations under the Agreement and solely Akamai remains liable to Customer for any act or omission of any sub-contractor. Any act or omission of a sub-contractor shall be deemed to be an act or omission of Akamai.

9.8 No failure or delay of either party to exercise or enforce any of its right operates as a waiver of any such right.

9.9 If any provision is held unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions shall remain in effect.

9.10 If either party is prevented from performing any of its obligations due to any cause beyond the party's reasonable control, that party's performance will be excused for the period of the delay or inability to perform due to such occurrence.

9.11 The parties are independent contractors.

9.12 Customer shall not, nor shall it cause Akamai to, export or permit any third party to export, directly or indirectly, any item without appropriate licenses and clearances.

9.13 Customer's terms and conditions shall have no effect. Confirmations by the Customer which make reference to Customer's terms and conditions are hereby objected.

9.14 Sections 4, 5, 6.3, 7, 8 and 9 shall survive termination of the Agreement.