

Country-Specific Appendix to Akamai Terms and Conditions

1. Applicability. This Country-Specific Appendix (this "Appendix") supplements and, where expressly stated, replaces certain sections of the Akamai Terms and Conditions (the "Agreement") in accordance with Section 19.2 of the Agreement. This Appendix applies solely with respect to Customers located in Australia and the Services performed or delivered in such jurisdiction.

2. Precedence. To the extent of any conflict between this Appendix and the Agreement, this Appendix will control, but only to the extent of such conflict and solely with respect to the jurisdiction identified in Section 1 above.

3. Country-Specific Terms. The following provisions supplement or replace the corresponding sections of the Agreement as indicated:

3.1 4. Payment

The statement from section 4.4 (Taxes and Withholding) *"Customer is responsible for all Taxes associated with the Services, excluding taxes based on Akamai's net income"* is replaced with the following:

"Customer is responsible for all Taxes associated with the Services, excluding taxes based on Akamai's net income". All prices are stated exclusive of any goods and services tax or similar tax ("GST"). If any supply by Akamai under or in connection with the Agreement is a taxable supply, Customer shall pay to Akamai the amount of any GST payable by Akamai on that supply at the same time and in the same manner as the first part of the price for that supply. Akamai will issue a tax invoice for any taxable supply made by Akamai to the Customer under the Agreement."

3.2 Section 8.9 (Disclaimer; Limitation of Liability; and Exclusion of Consequential Damages.) below is added as follows:

"8.9 WHERE ANY AUSTRALIAN STATUTE ("ACT") IMPLIES INTO THE AGREEMENT ANY TERM, AND THAT ACT VOIDS OR PROHIBITS PROVISIONS UNDER A CONTRACT WHICH EXCLUDE OR MODIFY THE OPERATION OF SUCH TERM, SUCH TERM IS DEEMED TO BE INCLUDED IN THE AGREEMENT. HOWEVER, AKAMAI'S LIABILITY FOR BREACH OF SUCH TERM WILL BE, IF PERMITTED BY LAW AND TO THE FULLEST EXTENT PERMITTED BY LAW, LIMITED TO ONE OF THE FOLLOWING REMEDIES (AT AKAMAI'S OPTION):

(A) IF THE BREACH RELATES TO SERVICES: (I) THE RESUPPLY OF THE SERVICES; OR (II) THE PAYMENT OF THE COST OF RESUPPLYING THE SERVICES; AND

(B) IF THE BREACH RELATES TO GOODS: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF SUCH GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED."

3.3 14. Governing Law, Jurisdiction, and Venue

The statement from section 14 *“(a) for Services provided in Europe, the Middle East, or Africa, the laws of England and Wales and the courts of London, England; (b) for Services provided in the Asia-Pacific region, the laws of Singapore and the courts of Singapore; or (c) for Services provided in the United States or any other region, the laws of the State of Delaware (without regard to any conflict-of-laws rules that would result in the application of the laws of another jurisdiction) and the state courts located in Suffolk County, Massachusetts, and the United States District Court for the District of Massachusetts”* is replaced with the following:

"This Agreement, and any dispute, claim, or controversy arising out of or relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with, and each Party irrevocably submits to the exclusive jurisdiction of the courts identified under, the following provisions, regardless of where any action or proceeding may be brought under the laws of Australia and the jurisdiction of the courts of Sydney, New South Wales."

4. Language. The English-language version of this Appendix controls unless a translation is required by Applicable Law.