

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 Canada 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 Section 4. Payment

The statement from section 4.6 (Late Charge) *"Such undisputed past-due amounts shall accrue late charges at the lesser of one percent (1%) per month (calculated daily on a 365-day year) or the maximum lawful rate, until paid in full"* is replaced with the following:

"Such undisputed past-due amounts shall accrue a late charge at an effective annual rate of 12% or the maximum lawful rate permitted by applicable, whichever is less, until paid in full."

3.2 Section 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. Customer waives any objection to venue or forum non conveniens with respect to the applicable courts. Notwithstanding any local laws to the contrary, the Parties agree that the governing language of this Agreement and all related documents, notices, and proceedings is English, and that the English-language version controls to the extent of any inconsistency with any translation"* is replaced with the following:

"under the laws of Ontario and the laws of Canada therein, and the jurisdiction of the courts in and of the Province of Ontario. Customer waives any objection to venue or forum non conveniens with respect to the applicable courts. Notwithstanding any local laws to the contrary, the Parties agree that the governing language of this Agreement and all related documents, notices, and proceedings is English, and that the English-language version controls to the extent of any inconsistency with any translation. Nonobstant aucune loi locale au contraire, les parties aux présentes ont convenu que la présente convention ainsi que tous avis s'y rattachant soient rédigés en anglaise seulement."

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