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 India 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 The following definition is added to Section 1 (Definitions):

"GST" means the Goods and Service Tax charged under the provisions of the GST laws for the time being in force in India. "GST laws" shall include the Central Goods and Service Tax Act, 2017, the Karnataka Goods and Service Tax Act, 2017, the Integrated Goods and Service Tax Act, 2017 and the rules, notifications, circulars, schedules issued/prescribed thereunder and shall also include any other law, including rules, notifications and circulars, that may be enacted/issued for the purpose of levy, collection and administration of Goods and Services Tax in India. "Indian Tax Law" means the laws relating to levy, collection and enforcement of taxes, including but not limited to direct taxes and indirect taxes (including but not limited to the GST), in India as may be in force during the tenure of this Agreement."

3.2 4. Payment

Section 4.4 (Taxes and Withholding) is entirely deleted and replaced with the following:

"With effect from 01 July, 2017, the applicable Goods and Services Tax (including CESS, if applicable) ("GST"), and any future tax(es) that Indian Government may impose on the provision of services (other than taxes assessed on the net income of Akamai) are the responsibility of Customer. While invoicing the Customer, Akamai will charge the applicable GST based on the information provided by Customer (including but not limited to the Customer's Goods and Services Tax Identification Number ("GSTIN") and billing location). Akamai shall not be responsible for any loss of credit or liability of tax, interest or penalty arising on the Customer as a result of any discrepancy in the above information or delay in furnishing the correct information by the Customer to Akamai. The payment may be subject to the deduction of taxes at source (TDS) as per the Indian Tax Law. Customer shall issue TDS certificates on a timely basis in accordance with the Indian Tax Law. Customer shall indemnify Akamai against all proceedings, cost, interest, loss and penalties arising out of or incidental to non-issue of a TDS certificate."

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 India without regard to or application of choice-of-law rules or principles, and jurisdiction of the courts at Bangalore, India.”

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