

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 New Zealand 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 14. Governing Law, Jurisdiction, and Venue

The statement from section 14 "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 non-exclusive jurisdiction of the courts identified under, the following provisions, regardless of where any action or proceeding may be brought: (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 New Zealand and e jurisdiction of the courts of New Zealand."

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