



SERVICES AGREEMENT ADDENDUM

This SERVICES AGREEMENT ADDENDUM ("Addendum") is entered into between Akamai Technologies, Inc. ("Akamai" or "Contractor") and the United States of America, acting through the General Services Administration ("GSA") contracting officer whose signature appears below acting on behalf of the GSA and all ordering activity contracting officers. The terms of this Addendum shall take precedence over and supersede any contrary terms in the Akamai Services Agreement ("SA") referenced in Attachment A., including any documents or URLs referenced in the SA.

1. Definition of Contracting Parties

- 1.1 The Contractor shall be Akamai Technologies, Inc.
- 1.2 The Licensee shall be the ordering activity that places an order under the GSA Schedule contract No. GS-35F-4543G ("Contract"). An individual person shall not be the Licensee.

2. Order of Precedence

- 2.1 All order of precedence issues shall be governed by FAR 52.212-4(s).
- 2.2 Any conflict between the SA and this Addendum shall be controlled by the terms of this Addendum.

3. Contract Formation

- 3.1 The SA, as modified by this Addendum, shall be a part of the Contract entered into between the Contractor and Licensee.
- 3.2 Modifications to the SA and/or this Addendum shall be only by bilateral written agreement of the parties in accordance with FAR 52.212-4(c).

4. Indemnities

- 4.1 Licensee shall not be required to indemnify Contractor except as in accordance with federal statute that expressly permits such indemnification.
- 4.2 Contractor shall not be required to indemnify Licensee except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give Contractor the right to intervene in the proceeding at its own expense through counsel of its own choice.



5. Fees and Charges

- 5.1 All fees and charges are as explicitly set forth as an explicit Contract Line Item ("CLIN") in the contract. Additional fees and charges – for example, but not limited to, license or subscription renewal fees and maintenance renewal fees – shall be incorporated into the contract only by bilateral written agreement of the parties.
- 5.2 FAR 52.212-4(k) shall take precedence over any contrary provision of the SA relating to taxes.

6. Third Party Terms

- 6.1 Akamai shall have no privity of contract with the United States with respect to any third-party product or service, referenced in the SA or otherwise. Akamai shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

7. Governing Law

- 7.1 Disputes regarding the SA shall be governed by applicable federal and/or state law, to the extent not preempted by federal law. Any terms of the SA that identifies the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit shall be void, and the SA shall be read as if such terms were not included therein.

8. Termination

- 8.1 Licensee's termination rights shall be governed by FAR 52.212-4(l) and (m)
- 8.2 Contractor's termination rights shall be governed by the FAR 52.212-4(d).

9. Assignment

- 9.1 Contractor and Licensee acknowledge that the SA may be assigned only in accordance with 41 U.S.C. 6305 and the regulations set forth in the FAR subpart 42.12.

10. Miscellaneous

- 10.1 For purposes of this Addendum, references to the "Government" in any FAR or GSAR provision referenced in this Addendum shall be construed as a reference to an "authorized ordering activity."
- 10.2 The Government shall not be prohibited from disclosing any information regarding or relating to the SA as required by law, including the Freedom of Information Act

The United States



Akamai Technologies, Inc.

Attachment A.

[Insert titles of product terms and conditions for products being proposed or are currently awarded on DLT's GSA Schedule Contract.]

Akamai Terms & Conditions, available at www.akamai.com/terms