UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 1, 2022

FASTLY, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	001-38897	27-5411834
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

475 Brannan Street, Suite 300
San Francisco, CA 94107
(Address of principal executive offices) (Zip code)

(844) 432-7859
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.00002 par value	**"FSLY"**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Principal Executive Officer

As previously disclosed on May 4, 2022, Joshua Bixby notified the Board of Directors (the "Board") of Fastly, Inc. (the "Company") on April 29, 2022 of his decision to resign as the Company's Chief Executive Officer and as a member of the Board, effective as of the date of his successor's appointment. Mr. Bixby's decision to resign as the Company's Chief Executive Officer and as a member of the Board is not the result of any disagreement with the Company regarding the Company's operations, policies or practices.

Appointment of Principal Executive Officer

On August 3, 2022, the Company announced that Todd Nightingale, age 43, had been appointed to serve as the Company's Chief Executive Officer and as a member of the Board. Mr. Nightingale's appointment is effective as of, and he is expected to begin serving as the Company's Chief Executive Officer and a member of the Board on, September 1, 2022. Until that time, Mr. Bixby will remain in his position as the Company's Chief Executive Officer and member of the Board. Upon joining the Company's Board, Mr. Nightingale will be designated a Class I director (replacing Mr. Bixby), to serve until our annual meeting of shareholders in 2023 and until a successor has been duly elected and qualified or, if sooner, until his death, resignation or removal.

Mr. Nightingale has served as the Executive Vice President and General Manager of Enterprise Networking and Cloud at Cisco Systems, Inc. since March 2020. From June 2016 to March 2020, Mr. Nightingale served as the Senior Vice President and General Manager of Cisco Meraki. Prior to that he held various roles as a Vice President at Cisco Meraki. Mr. Nightingale holds a Bachelor of Science in electrical engineering and computer science from Massachusetts Institute of Technology as well as a Masters in engineering from Massachusetts Institute of Technology.

In connection with his appointment, on August 1, 2022, Mr. Nightingale entered into a letter agreement with the Company (the "Offer Letter"), providing for an annual base salary of $600,000 and two awards of restricted stock units ("RSUs"), each with a value of $15,000,000, and with the number of RSUs awarded equal to the value of the award divided by the closing market price of the Company's Class A common stock on August 1, 2022, the date Mr. Nightingale signed the Offer Letter. Such RSUs will be issued pursuant to the Company's 2019 Equity Incentive Plan, with half of the RSUs subject to time-based vesting over the next four years and half of the RSUs subject to performance-based vesting over the next five years, in each case as further described in the Offer Letter. Mr. Nightingale is eligible for an annual performance-based cash bonus, with a target amount equal to $600,000, pursuant to the Company's bonus plan. In addition, Mr. Nightingale will receive a one-time signing bonus of $1,000,000 (the "Signing Bonus"). If Mr. Nightingale's employment is terminated for any reason other than a layoff within the first 12 months of service, the net after-tax amount of the Signing Bonus must be repaid in full. There will be no repayment obligation after the completion of 12 months of service. Mr. Nightingale will be eligible to participate in the Company's Executive Change in Control and Severance Benefit Plan, a copy of which was filed with the Securities and Exchange Commission as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2021, subject to certain adjustments described in the Offer Letter.

The foregoing description of the Offer Letter with Mr. Nightingale is qualified in its entirety by reference to the Offer Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K. Mr. Nightingale will also enter into an indemnification agreement with the Company in the form previously approved by the Board and filed with the Securities and Exchange Commission.

There are no arrangements or understandings between Mr. Nightingale and any other person pursuant to which Mr. Nightingale was appointed as Chief Executive Officer and as a member of the Board and there are no family relationships between Mr. Nightingale and any director or other executive officer of the Company, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 7.01 Regulation FD Disclosure.

On August 3, 2022, the Company issued a press release announcing the management changes described in Item 5.02 of this Current Report on Form 8-K, a copy of which is attached as Exhibit 99.1 hereto.

The information in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is being furnished pursuant to Item 7.01 and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, except as expressly set forth by specific reference in such filing to this item of this report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Description
10.1+	Offer Letter by and between Fastly, Inc. and Todd Nightingale dated August 1, 2022
99.1	Press Release dated August 3, 2022
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

+ Indicates management contract or compensatory plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FASTLY, INC.

Dated: August 3, 2022

By: /s/ Ronald W. Kisling
Ronald W. Kisling
Chief Financial Officer

fastly | P.O. Box 78266
San Francisco, CA 94107

August 1, 2022

Todd Nightingale

Via email

Re: Employment Terms

Dear Todd:

On behalf of Fastly, Inc. ("**Fastly**" or "the "**Company**"), we are pleased to offer you the position of Chief Executive Officer under the terms set forth in this letter.

Location. You will principally work either remotely from your home or from Fastly's office in San Francisco, CA, both locations of which will be considered your primary place of employment.

Duties and Reporting Relationship. As Chief Executive Officer, you will report to Company's Board of Directors (the "**Board**"). You may be asked to perform other duties as our business needs dictate. You will also be appointed to the Board.

Base Salary. Your initial base salary will be at an annual rate of $600,000.00 subject to applicable deductions and withholdings and paid on the Company's normal payroll schedule. As a full-time, salaried, exempt employee you will be expected to work the Company's normal business hours and additional hours as required by your job duties, and you will not be eligible for overtime pay.

Bonus: You will be eligible to earn a cash bonus equal to $600,000.00, subject to the terms and conditions of the Company's bonus plan, including any plan rules/requirements relating to a particular period, in effect from time to time.

Sign-On Bonus. On the first payroll following your hire date, you will be advanced a one-time sign-on bonus of $1,000,000.00 ("**Sign-On Bonus**"), less customary withholdings. If your employment is terminated for any reason other than a layoff within the first 12 months of continuous service, you agree to repay the Sign-On Bonus. The amount to be recovered will be limited to the net after tax amount you received.

Standard Benefits and Paid Time Off. You will be eligible to participate in all benefits which Fastly makes generally available to its regular full-time employees in accordance with the terms and conditions of the benefit plans and Company policies, including health insurance, dental insurance, paid time off and holidays. The Company reserves the right to modify or cancel any or all of its benefit programs at any time. Further details about Fastly's benefit plans are available for your review in the benefit Summary Plan Documents.

Equity Compensation. Subject to the approval of the Company's Board of Directors or its designated Committee, you will be granted two restricted stock unit awards covering shares of the Company' s Class A common stock ("RSUs"):

- The first RSU award (the "**Time-Based Award")** will have a total value of $15,000,000.00. The number of RSUs subject to such grant will be determined by dividing $15,000,000.00 by the closing market price on the New York Stock Exchange of one share of the Company's Class A common stock on the date you execute this Offer Letter (the "**Closing Price**") rounded down to the nearest whole share. The Time-Based Award will vest

over a period of four years, subject to your continued service with the Company through the Company's standard quarterly vesting dates as follows:

- Year 1: 40% of the RSUs subject to the Time-Based Award will be eligible to vest in four equal quarterly installments.
- Year 2: 30% of the RSUs subject to the Time-Based Award will be eligible to vest in four equal quarterly installments.
- Year 3: 20% of the RSUs subject to the Time-Based Award will be eligible to vest in four equal quarterly installments.
- Year 4: 10% of the RSUs subject to the Time-Based Award will be eligible to vest in four equal quarterly installments.

- The second RSU award (the "**Performance-Based Award**") will have a total value of $15,000,000.00. The number of RSUs subject to such grant will be determined by dividing $15,000,000.00 by the Closing Price rounded down to the nearest whole share. The Performance-Based Award will be divided into four performance-based vesting tranches that may be earned over a period of approximately five years, subject to both (i) your continued service with the Company through the applicable Earliest Vest Date specified in the table below and (ii) our achievement of the applicable Stock Price Hurdle specified in the table below.

Tranche	Stock Price Hurdle as a percentage of the Closing Price	Earliest Vest Date	Percentage of Performance-Based Award
1	150%	First quarterly vesting date after the First Anniversary of Grant Date	25%
2	200%	First quarterly vesting date after the Second Anniversary of Grant Date	25%
3	300%	First quarterly vesting date after the Third Anniversary of Grant Date	25%
4	400%	First quarterly vesting date after the Fourth Anniversary of Grant Date	25%

Each tranche will vest on (i) the applicable Earliest Vest Date if the applicable Stock Price Hurdle has been achieved before such Earliest Vest Date or (ii) the Company's next quarterly vesting date following achievement of the applicable Stock Price Hurdle if achievement occurs after the applicable Earliest Vest Date, subject, in either case, to your continued service to the Company through such vesting date. Any unvested tranche will be forfeited for no consideration if the applicable Stock Price Hurdle is not achieved on or before the fifth anniversary of the Performance-Based Award's grant date. For purposes of the Performance-Based Award, a Stock Price Hurdle will be achieved when the average closing price of the Company's Class A common stock during a period of 60 consecutive trading days equals or exceeds the applicable Stock Price Hurdle multiplied by the Closing Price.

These awards will be subject to the provisions of the Company's 2019 Equity Incentive Plan (the "**Plan**") and related award agreements. In case of any conflict between the terms of this offer letter agreement and the Plan or any award agreement thereunder, the terms of the Plan and award agreement will control.

Severance Plan. You will be entitled to participate in the Company's Executive Change in Control and Severance Benefit Plan, a copy of which is publicly filed as an exhibit to the Company's Annual report on Form 10-K for the year ended December 31, 2021 (the "**Severance Plan**"). While the terms and conditions of the Severance Plan will govern your eligibility for and entitlement to severance benefits, the potential amount of severance benefits you will be eligible to receive will be as follows: in the event of a Regular Termination (as defined in the Severance Plan), the Regular Termination Severance Period (as defined in the Severance Plan) will be increased from 9 months to 18 months; and in the event of a Change in Control Termination (as defined in the Severance Plan), (i) the cash severance benefit under Section 3(b)(1)(i) of the Severance Plan and (ii) the COBRA Payment Period (as defined in the Severance Plan) under Section 3(b)(2)(ii) of the Severance Plan, in each case, will be increased from 12 months to 24 months.

Expenses. During your employment, your reasonable, documented business expenses will be reimbursed by the Company in accordance with its standard policies and practices. You will be entitled to travel business class for all air travel.

Confidentiality, Arbitration and Policies. As a condition of your employment, you will be required to sign and comply with the Company's standard Employee Confidential Information and Inventions Assignment Agreement (attached as ***Exhibit A***). You are also required to acknowledge that you have reviewed and understand your rights under the Company's Arbitration Agreement (attached as ***Exhibit B***). In addition, you will be required to abide by all applicable Fastly policies and procedures as may be in effect from time to time, including but not limited to its employment policies, and from time to time you will be required to acknowledge in writing that you have reviewed and will comply with the Company's policies.

At-Will Employment Relationship. Your employment is not for any fixed period of time, and it is terminable at-will. Thus, either you or the Company may terminate your employment relationship at any time, with or without cause, and with or without advance notice. While the Company may change your position, reporting relationship, duties, compensation and work location from time to time at its discretion, the at-will nature of your employment may only be modified in a writing signed by you and an authorized member of the Board. Although not required, the Company requests that you provide at least two weeks' advance written notice of your resignation, to permit you and the Company to arrange for a smooth transition of your workload and attend to other matters relating to your departure.

Conditions. This offer of employment and your employment with the Company is contingent upon satisfactory results of a background check to be performed pursuant to your written authorization. You agree to assist as needed, and to complete any documentation at the Company's request, to meet these conditions.

Miscellaneous. This letter, together with **Exhibit A** and **Exhibit B**, constitutes the complete and exclusive statement of your agreement with the Company regarding the terms of your employment with Fastly. It supersedes any other agreements or promises made to you by any party, whether oral or written. The terms of this offer letter agreement cannot be amended or modified (except with respect to those changes expressly reserved to the Company's discretion in this letter), without a written modification signed by you and a duly authorized officer of the Company. The terms of this offer letter agreement are governed by the laws of the State of California without regard to conflicts of law principles. If any provision of this offer letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this offer letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the

parties insofar as possible under applicable law. With respect to the enforcement of this offer letter agreement, no waiver of any right hereunder shall be effective unless it is in writing. For purposes of construction of this offer letter agreement, any ambiguity shall not be construed against either party as the drafter. This offer letter agreement may be executed in more than one counterpart, and signatures transmitted via facsimile or PDF shall be deemed equivalent to originals. As required by law, this offer is subject to satisfactory proof of your identity and right to work in the United States.

[Remainder of page intentionally left blank.]

fastly. | P.O. Box 78266
San Francisco, CA 94107

We are very pleased that you will be joining Fastly. Please sign and date this letter and the enclosed exhibits and return them to us by the close of business on August 2, 2022 if you wish to accept employment under the terms described above. If we do not receive the fully signed letter and the signed **Exhibit A** and **Exhibit B** from you by that date, the Company's offer in this letter will expire. In addition, this offer will expire if you do not provide the requested authorization to perform a background check within 72 hours of your acceptance of this offer. If you accept our offer, we would like you to start on September 1, 2022.

Sincerely,

Fastly, Inc.

/s/ David Hornik_____

David Hornik

Lead Independent Director

Exhibit A – Employee Confidential Information and Inventions Assignment Agreement

Exhibit B – Arbitration Agreement

Understood and Accepted: Date:

/s/ Todd Nightingale_____ 08/01/2022_____

fastly. | P.O. Box 78266
San Francisco, CA 94107

Exhibit A

FASTLY, INC

Employee Confidential Information and Inventions Assignment Agreement

P.O. Box 78266
San Francisco, CA 94107

Exhibit B

FASTLY, INC.

Arbitration Agreement

Exhibit 99.1

Fastly Appoints Todd Nightingale as CEO

SAN FRANCISCO, CA – August 3, 2022 – Fastly, Inc. (NYSE: FSLY), the world's fastest global edge cloud platform, today announced that the Board of Directors has appointed Todd Nightingale as the company's next Chief Executive Officer, effective September 1, 2022. Nightingale will also join the Fastly Board of Directors upon assuming the role. He will succeed Joshua Bixby, who, as previously announced, will step down as CEO and from Fastly's Board of Directors. Bixby will remain with Fastly as an advisor.

Nightingale's appointment culminates a broad search process to identify the company's next leader. He joins Fastly from Cisco, where he currently leads business strategy and development efforts for Cisco's multi-billion dollar networking portfolio as Executive Vice President and General Manager of Enterprise Networking and Cloud.

"Todd is a proven and passionate technology leader and we are thrilled to have him join our team," said David Hornik, Lead Independent Director on the Fastly Board of Directors. "We are confident that Todd's deep background helping customers transform their infrastructures and digitize their businesses will be instrumental to strengthening Fastly's technology and go-to-market strategy and lead the company into its next stage of growth."

"Fastly is extraordinary at the things that make us unique, including our incredibly powerful programmable edge cloud, innovative performance-focused product and engineering, and our unmatched support of customers as they build the next generation of globally performant, secure and reliable applications," said Artur Bergman, Fastly's Founder, Chief Architect and Executive Chairperson. "I'm confident in Todd's ability to lead the company with the rigor and energy needed to elevate Fastly to its next level of extraordinary technology and product growth, including a strong go-to-market motion and operational strengths."

"Fastly is delivering unparalleled application experiences for users around the world with exceptional flexibility, security and performance," said Nightingale. "I'm honored and grateful for the opportunity to be a part of the Fastly team."

During his time at Cisco, Todd Nightingale led the Enterprise Networking and Cloud business as Executive Vice President and General Manager. He managed business strategy and development efforts for Cisco's multi-billion-dollar networking portfolio. Nightingale is known for his passionate technology leadership and his vision of powerful, simple solutions for businesses, schools, and governments. Previously, Nightingale was the Senior Vice President and General Manager of Cisco's Meraki business. His focus on delivering a simple, secure, digital workplace led to the expansion and growth of the Meraki portfolio, making it the largest cloud-managed networking platform in the world. Nightingale joined Cisco with the Meraki acquisition in 2012. He previously held engineering and senior management positions at AirDefense, where he was responsible for product development and guided the company through a successful acquisition by Motorola.

About Fastly
Fastly's powerful and programmable edge cloud platform helps the world's top brands deliver the fastest online experiences possible, while improving site performance, enhancing security, and empowering innovation at global scale. With world-class support that consistently achieves 95%+ customer satisfaction ratings*, Fastly's beloved suite of edge compute, delivery, and security offerings has been recognized as a leader by industry analysts such as IDC, Forrester and Gartner. Compared to legacy providers, Fastly's powerful and modern network architecture is the fastest on the planet, empowering developers to deliver secure websites and apps at global scale with rapid time-to-market and industry-leading cost savings. Thousands of the world's most prominent organizations trust Fastly to help them upgrade the internet experience, including Reddit, Pinterest, Stripe, Neiman Marcus, The New York Times, Epic Games, and GitHub. Learn more about Fastly at https://www.fastly.com/, and follow us @fastly.

**As of June 1, 2022*

This press release contains “forward-looking” statements that are based on Fastly’s beliefs and assumptions and on information currently available to Fastly on the date of this press release. Forward-looking statements may involve known and unknown risks, uncertainties, and other factors that may cause its actual results, performance, or achievements to be materially different from those expressed or implied by the forward-looking statements. These statements include, but are not limited to, those regarding Mr. Nightingale’s anticipated appointment as Chief Executive Officer and a member of Fastly’s Board of Directors, Fastly’s ability to strengthen its technology and go-to-market strategy, enter its next stage of growth, and deliver a robust portfolio for customers to continue developing the next generation of globally performant, secure and reliable applications. Except as required by law, Fastly assumes no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in the forward-looking statements, even if new information becomes available in the future. Important factors that could cause Fastly’s actual results to differ materially are detailed from time to time in the reports Fastly files with the Securities and Exchange Commission (SEC), in its Annual Report on Form 10-K for the fiscal year ended December 31, 2021. Additional information will also be set forth in Fastly’s Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2022. Copies of reports filed with the SEC are posted on Fastly’s website and are available from Fastly without charge.

Source: Fastly, Inc.

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