

**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): February 18, 2020**

**FASTLY, INC.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**001-38897**  
(Commission  
File Number)

**27-5411834**  
(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 1.02 Termination of a Material Definitive Agreement.

We have terminated that certain Independent Contractor Services Agreement, by and between Fastly, Inc. and Possibilities Training Group, dated October 28, 2013.

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

### (b)

On February 18, 2020, Artur Bergman ceased to be our Chief Executive Officer and was appointed as our Chief Architect and Executive Chairperson. Mr. Bergman will continue to serve as a member of our Board of Directors (the “**Board**”), and was appointed as Chairperson of the Board on February 18, 2020.

In connection with his appointment as Chief Architect and Executive Chairperson, we and Mr. Bergman entered into a Modification to his Offer Letter Agreement (the “**Bergman Employment Agreement**”). Under the Bergman Employment Agreement, Mr. Bergman will receive an initial annual base salary of \$35,568. Starting as of January 1, 2021, Mr. Bergman’s base salary will be increased to an annual rate of \$504,000 per year. However, on or before the last day of November, he may make an irrevocable election to reduce his salary for the following year (but in any case no lower than the applicable minimum wage), and instead receive restricted stock units covering shares of the Company’s Class A Common Stock with a value based on the amount of such reduction (each, an “**Annual RSU**”). Any Annual RSU will be granted in February of the applicable year and the number of RSUs subject to each Annual RSU will be based on the average trading price of the Company’s Class A common stock in January of that year. Each Annual RSU will vest in four equal quarterly installments following the date of grant commencing on February 15<sup>th</sup> and quarterly thereafter (May, August, and November), in each case subject to Mr. Bergman’s continued service with the Company.

Pursuant to the Bergman Employment Agreement, we granted Mr. Bergman the following restricted stock unit awards to acquire up to an aggregate of 170,009 shares of our Class A common stock (each, an “**RSU**”) under our 2019 Equity Incentive Plan (the “**Plan**”), which will vest and settle in the following manner:

- The first award for 109,027 shares will vest as to 12.5% of the total RSUs on the 15<sup>th</sup> of August 2020 and thereafter in 14 equal quarterly installments (i.e. 6.25% of the total RSUs will vest per quarter), in each case subject to Mr. Bergman’s continued service with us;
- The second award for 43,959 shares will vest following the Board’s (or a committee thereof) determination that Mr. Bergman has achieved Company and individual performance targets for 2020, with a performance target of 100% and a maximum performance target of 200%. Following such determination, the shares will vest, based on the extent such targets were achieved, in four equal quarterly installments on the 15<sup>th</sup> of February, May, August, and November 2021, in each case subject to Mr. Bergman’s continued service with us; and
- The third award for 17,023 shares will vest as to 50% of the RSUs on the 15<sup>th</sup> of August 2020 and thereafter as to 25% of the RSUs on November 15, 2020 and February 15, 2021, in each case subject to Mr. Bergman’s continued service with us.

The number of shares of Class A common stock granted pursuant to each RSU was determined in accordance with the Company’s standard practice by the Board based on the average trading price of the Company’s Class A common stock in January 2020. Each RSU will be subject to the provisions of our Plan and each related award agreement.

The foregoing description is qualified in its entirety by reference to the Bergman Employment Agreement, which is filed as an exhibit to this Current Report on Form 8-K.

### (c)

On February 18, 2020, the Board appointed Joshua Bixby, age 42, as our Chief Executive Officer. In connection with Mr. Bixby’s appointment, the Board also expanded the size of the Board from six (6) to seven (7) members and appointed Mr. Bixby to serve as a Class I director. Mr. Bixby’s term as a member of the Board will expire at the meeting of stockholders to be held in 2020. Mr. Bixby will not serve on any committees of the Board.

Mr. Bixby has served as our Chief Executive Officer since February 2020, and served as our President from May 2017 to February 2020. He has been on the executive leadership team at Fastly since December 2015 and served in a part-time advisory role since 2013. From February 2013 to August 2013, Mr. Bixby served as Vice President of Acceleration at Radware Ltd., a cybersecurity and application delivery solutions company. Mr. Bixby served as President and co-founder of Strangeloop Networks, a web application acceleration solutions company, from June 2006 until its acquisition by Radware in February 2013. From October 2002 to April 2006, Mr. Bixby was a co-founder, President and Chief Executive Officer of IronPoint Technology, Inc., a content management software solutions company. Mr. Bixby is the founder of Stanley Park Ventures, an early stage foundry based in Vancouver, British Columbia. Mr. Bixby earned his B.A. in Management and Business Economics from the University of Toronto.

Mr. Bixby is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with his appointment, our subsidiary, Fastly International (Holdings) Ltd., and Mr. Bixby entered into an Employment Agreement (the “**Bixby Employment Agreement**”). Under the Bixby Employment Agreement, Mr. Bixby will receive an initial annual base salary of \$35,568. Starting as of January 1, 2021, Mr. Bixby’s base salary will be increased to an annual rate of \$504,000 per year. However, on or before the last day of November, he may make an irrevocable election to reduce his salary for the following year (but in any case no lower than the applicable minimum wage). We have separately entered into an Equity Offer Letter with Mr. Bixby (the “**Equity Offer Letter**”), which provides that, if he makes such an election to reduce his salary, he will receive an Annual RSU. Each Annual RSU will be granted in February of the applicable year and the number of RSUs subject to each Annual RSU will be based on the average trading price of the Company’s Class A common stock in January of such year. Each Annual RSU will vest in 4 equal quarterly installments following the date of grant commencing on February 15<sup>th</sup> and quarterly thereafter (May, August, and November), in each case subject to Mr. Bixby’s continued service with the Company.

Pursuant to the Equity Offer Letter, we granted Mr. Bixby the following RSUs to acquire up to an aggregate of 235,425 shares of our Class A common stock under our Plan, which will vest and settle in the following manner:

- The first award for 174,443 shares will vest as to 12.5% of the total RSUs on the 15<sup>th</sup> of August 2020 and thereafter in 14 equal quarterly installments (i.e. 6.25% of the total RSUs will vest per quarter), in each case subject to Mr. Bergman’s continued service with us;
- The second award for 43,959 shares will vest following the Board’s (or a committee thereof) determination that Mr. Bergman has achieved Company and individual performance targets for 2020, with a performance target of 100% and a maximum performance target of 200%. Following such determination, the shares will vest, based on the extent such targets were achieved, in four equal quarterly installments on the 15<sup>th</sup> of February, May, August, and November 2021, in each case subject to Mr. Bergman’s continued service with us; and
- The third award for 17,023 shares will vest as to 50% of the RSUs on the 15<sup>th</sup> of August 2020 and thereafter as to 25% of the RSUs on November 15, 2020 and February 15, 2021, in each case subject to Mr. Bergman’s continued service with us.

The number of shares of Class A common stock granted pursuant to each RSU was determined in accordance with the Company’s standard practice by the Board based on the average trading price of the Company’s Class A common stock in January 2020. Each RSU will be subject to the provisions of our Plan and each related award agreement.

We have previously adopted an Executive Severance and Change in Control Plan (the “**Executive Plan**”) for certain executives and key employees. Under the Executive Plan, as modified by the Bixby Employment Agreement, if we terminate the employment of Mr. Bixby other than for cause, or he resigns for good reason, in each case, during the period from three months before until 18 months following a change in control (the “**change in control period**”), Mr. Bixby will be eligible to receive the following severance benefits (less applicable tax withholdings): (i) a lump sum cash amount equal to 24 months of his then-current annual base salary, (ii) a lump sum cash amount equal to his target annual bonus opportunity, prorated based upon the number of days Mr. Bixby provides services during the year of the separation of service date, (iii) continuation of health plan benefits for him and his eligible dependents at no cost under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”) for up to 18 months, (iv) 100% of his then outstanding and unvested equity awards that are subject to performance-based vesting will fully vest and, as applicable, be exercisable, and (v) his then outstanding and unvested equity awards that are subject to performance-based vesting will be treated as set forth in the applicable award agreement. Further, under the Executive Plan, as modified by the Bixby Employment Agreement, if Mr. Bixby is terminated other than for cause, or he resigns for good reason, at any time other than during the change in control period, he will be eligible to receive the following severance benefits

(less applicable tax withholding): (i) a lump sum cash amount equal to 18 months of his then-current annual base salary, (ii) a lump sum cash amount equal to his target annual bonus opportunity, prorated based upon the number of days Mr. Bixby provides services during the year of the separation of service date, (iii) continuation of health plan benefits for him and his eligible dependents at no cost under COBRA for up to 18 months, (iv) 12 months of his then outstanding and unvested equity awards that are subject to time-based vesting will vest and, as applicable, be exercisable, and (v) his outstanding and unvested equity awards that are subject to performance-based vesting will vest and, as applicable, be exercisable, as to the number of shares subject to such performance award that would have vested if they had completed an additional 12 months of employment following the date of termination, on a pro-rated basis and based on actual level of achievement as of the date on which the termination occurred. To receive the severance benefits above upon a qualifying termination, Mr. Bixby must sign and not revoke a general release of claims in our favor by the deadline set forth in the Executive Plan, as modified by the Bixby Employment Agreement.

Mr. Bixby will not receive separate compensation for his service as a director. There is no arrangement or understanding between Mr. Bixby and any other person pursuant to which Mr. Bixby was selected as a director. In connection with his appointment as Chief Executive Officer, Mr. Bixby will execute the Company's standard form of indemnity agreement for officers.

The foregoing description is qualified in its entirety by reference to the Bixby Employment Agreement and the Equity Offer Letter, which are filed as exhibits to this Current Report on Form 8-K.

**(d)**

The information set forth above under 5.02(c) is hereby incorporated by reference into this Item 5.02(d).

**(e)**

The information set forth above under 5.02(b) and 5.02(c) is hereby incorporated by reference into this Item 5.02(e).

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	<a href="#"><u>Employment Agreement, by and between Fastly International (Holdings) Ltd. and Joshua Bixby dated February 19, 2020</u></a>
10.2	<a href="#"><u>Equity Offer Letter, by and between Fastly, Inc. and Joshua Bixby dated February 19, 2020</u></a>
10.3	<a href="#"><u>Modification to Offer Letter Agreement, by and between Fastly, Inc. and Artur Bergman dated February 19, 2020</u></a>
99.1	<a href="#"><u>Press Release dated February 20, 2020</u></a>

**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.

Dated: February 20, 2020

**Fastly, Inc.**

By: /s/ Adriel Lares

Adriel Lares

Chief Financial Officer

**Your Employment Agreement (the “Agreement”) with  
Fastly International (Holdings) Ltd. (the “Company”)**

This Agreement sets out the terms and conditions applying to your employment with the Company. All the parts of this Agreement combined constitute your employment agreement. If there is any conflict between Parts 1 and 2 of this Agreement then the terms set out in Part 1 will take precedence.

**Part 1 – Individual Terms**

1. **You:** Joshua Bixby of Victoria, BC, Canada.
2. **Start Date and Start Date of Continuous Employment:** As soon as possible, the exact date to be agreed by the parties.
3. **Role:** Chief Executive Officer of Fastly, Inc.
4. **Reporting to:** The Board of Directors of Fastly, Inc.
5. **Termination Notice Period:**
  - 5.1 You must provide 2 weeks’ written notice of termination if you choose to resign your employment. The Company may terminate your employment without cause at any time by providing you with notice in accordance with applicable employment standards legislation. The Company may terminate your employment without notice at any time for cause.
  - 5.2 This section 5 refers only to notice of termination of employment. If the Company terminates your employment, you will also receive any additional entitlements prescribed by applicable employment standards legislation that are not satisfied by or included in the notice of termination referenced above as well as any severance described in Section 12 below.
  - 5.3 The Company, in its sole discretion, may waive part or all of the termination notice period described above (whether the statutory notice period or the notice period offered in a separation package) and provide you with payment in lieu of notice for the waived portion of the applicable termination notice period, including notice of resignation by you. Where required by applicable employment standards legislation, the Company will provide you with benefits continuation, vacation pay accrual or any other entitlement prescribed by applicable employment standards legislation as required for any portion of the waived termination notice period.
6. **Normal Hours of Work:**
  - 6.1 Your hours of work will vary from time to time including the expectation of weekend and evening hours, and will be those hours required to perform your duties and responsibilities. The compensation paid to you constitutes payment in full for all hours worked and all services provided in connection with your employment with the Company.
  - 6.2 By your signature to this Agreement, you:
    - (a) acknowledge that you may be required to work in excess of an average of 40 hours in any one period of 7 calendar days and consent to do so if so requested by the Company or if otherwise necessary for the fulfilment of your duties;
    - (b) confirm that you do not undertake any other work for any employer and undertake to seek the consent of the Company before undertaking work for any other employer; and
    - (c) agree to fully co-operate in assisting the Company to maintain accurate records of your working hours.
7. **Normal Place of Work:**

Your place of work is initially your home with attendance at meetings at venues as requested by the Company. You confirm that you are not in breach of any covenant or agreement in doing work at your home. You are required to inform the Company as soon as possible if you plan to change your home address and when your home address does actually change.

8. **Remuneration:**

8.1 Salary: USD\$35,568 per annum commencing as of March 1, 2020. Starting as of January 1, 2021, your base salary will be increased to an annual rate of USD\$504,000 per annum. However, on or before the last day of November (and during an otherwise open trading window), you may make an irrevocable election (on a form prescribed by the Company) to reduce your salary for the following year (but in any case no lower than the applicable minimum wage) by providing written notice to the Company of such election.

8.2 Equity Compensation

As agreed upon in a separate letter agreement.

8.3 The Company will pay the costs of your participation annually in an executive health program provided by the Mayo Clinic (or equivalent provider of your choice).

9. **Vacation entitlement:** You are required to take the minimum vacation each year prescribed by applicable employment standards legislation. All vacation and personal time off will count towards satisfying your required statutory vacation entitlement. Once your statutory vacation entitlement is satisfied, you may take an additional reasonable amount of paid time off for vacation and personal reasons, subject to clauses 12.1 and 12.2 of Part 2.

You will also be paid the minimum vacation pay to which you are entitled under applicable employment standards legislation.

10. **Public holiday entitlement:** such public holidays and public holiday pay as are prescribed by applicable provincial employment standards.

11. **Restrictive Covenants:**

11.1 Without prejudice to the other terms of this Agreement, you agree that following the termination of your employment for any reason whatsoever, you will be bound by and you will comply with the terms and conditions set out in sections 15 and 23 of Part 2 of this Agreement and Part 3 of this Agreement.

11.2 **Restriction Period:**

For purposes of Part 3 of this Agreement, the "Restriction Period" means the applicable termination notice period described above, regardless of whether the Company provides notice or payment in lieu of such notice.

12. **Change in Control and Severance**

Notwithstanding anything to the contrary in this Agreement, you will be entitled to the cash severance benefits under Section 3 of the Fastly, Inc. Executive Change in Control and Severance Benefit Plan ("**Severance Plan**"), with the following variations, with effect from the date of execution of this Agreement:

- (a) in Sections 3(a)(1)(i) and 3(a)(2)(i) the number of months (the "**Regular Termination Severance Period**") shall be increased from 9 to 18;
- (b) in Section 3(b)(1)(i) the number of months shall be increased from 12 to 24;
- (c) in Section 3(b)(2)(i) the number of months shall be increased from 12 to 18; and
- (d) the release contemplated by Section 2(b) will be in a form reasonably acceptable to the Company.

## Part 2 – Generally Applicable Terms

### 1. Commencement of Employment

- 1.1 Your employment with the Company shall commence on the Start Date specified in your Individual Terms.
- 1.2 Your Start Date of Continuous Employment is specified in your Individual Terms.

### 2. Role

- 2.1 Your Role is as specified in your Individual Terms.
- 2.2 The Company appoints you and you agree to serve in that Role, or such other position as the Company may require from time to time, on the terms of this Agreement.
- 2.3 You will initially report to the person specified in your Individual Terms. The Company reserves the right to change your reporting line from time to time as the needs of the business may require. This may include a reporting line to employees of other Group Companies (as that term is defined in Clause 3.2 of Part 2 of this Agreement).

### 3. Duties

- 3.1 You shall carry out such duties as attached to your Role and any other duties for the Company and/or any Group Company (whether or not commensurate with your position) which the Company assigns to you from time to time.
- 3.2 **“Group Companies”** or **“Group”** means the Company and any holding company or any parent company or any subsidiary or subsidiary undertaking of the Company or any company affiliated with or related to the Company or such companies, and **“Group Company”** means any of them.
- 3.3 Subject to the terms of this Agreement, you shall:
  - (a) devote the whole of your working time and attention to your employment;
  - (b) perform your duties faithfully and diligently and exercise such powers consistent with those duties as are assigned to or vested in you by the Company and/or any Group Company;
  - (c) obey all lawful and reasonable directions of the Company;
  - (d) observe in form and spirit such restrictions or limitations as may from time to time be imposed by the Company;
  - (e) comply with and observe in form and spirit any relevant Company and/or Group Company policy, procedures, rules and regulations (whether formal or informal); and
  - (f) use your best endeavours to foster the Company’s interests and save where this causes a conflict with the Company’s interests, those of its other Group Companies.

### 4. Probationary Period

Your employment is not conditional on any Probationary Period.

### 5. Hours of work

Your normal hours of work are specified in your Individual Terms.

### 6. Place of Work

- 6.1 Your principal place of work is specified in your Individual Terms. The Company reserves the right to change your principal place of work on giving reasonable prior notice to you.
- 6.2 You shall travel to and work on a temporary basis from such locations within and outside of British Columbia and Canada as the Company may reasonably require. There is no current requirement for you to work outside British Columbia for any consecutive period of one month or more.
- 6.3 You are required to inform the Company as soon as possible if you plan to change your home address and when your home address does actually change.

7. **Expenses**

The Company will reimburse to you (or as the case may be procure the reimbursement of) all expenses wholly, properly and necessarily incurred by you in the performance of your duties subject to production of such receipts or other evidence of expenditure as the Company may reasonably require and in accordance with the Company's policy on expenses in force from time to time.

8. **Salary**

- 8.1 You will be paid an annual salary as specified in your Individual Terms, subject to applicable deductions and remittances. Your salary will accrue from day to day and is payable in equal semi-monthly instalments in arrears on or about the last day of each month, into a bank account nominated by you.
- 8.2 Your salary will be reviewed by the Company on a periodic basis, save where you are working under notice of termination. There is no obligation on the Company to increase your salary. Any increase awarded will be effective from the date specified by the Company.

9. **Bonus**

- 9.1 In the event that the Company entitles you to participate in any bonus scheme or makes any award to you, the bonus will be of such amount and subject to such conditions (including, but not limited to, conditions for and timing of payment) as the Company may in its absolute discretion determine from time to time. The Company reserves the right to award a nil payment. All bonus payments are inclusive of vacation pay.
- 9.2 Any bonus awarded to you shall be purely discretionary, shall not form part of your contractual remuneration under this agreement and shall not be pensionable. The making of an award shall not oblige the Company to make any subsequent awards.
- 9.3 Notwithstanding clause 9.1 of this section 9, you shall have no right to be awarded or where an award has been made, paid bonus (pro rata or otherwise) if:
- (a) you are subject to any poor performance and/or disciplinary procedures; and/or
  - (b) your employment has terminated (whether lawfully or unlawfully/wrongfully) or you are under notice of termination (whether given by you or the Company). If you have been notified that you are under investigation in accordance with the Company's disciplinary or poor performance procedure then your eligibility to be considered for a discretionary award will be postponed pending the conclusion of any such investigation and any subsequent disciplinary hearing or poor performance meeting.

10. **Share Option and Long Term Incentive Plan**

- 10.1 The terms of your employment shall not be affected in anyway by your participation or entitlement to participate in any long term incentive plan or share option scheme. Such schemes and/or plans shall not form part of the terms of your employment (express or implied).
- 10.2 In calculating any payment, compensation or damages on the termination of your employment for whatever reason (whether lawful or unlawful/wrongful) which might otherwise be payable to you, no account shall be taken of your participation in any such schemes and/or plans referred to in clause 10.1 above or any impact upon participation such termination may have.
- 10.3 This clause 10 does not in any way indicate any right or entitlement to participate in any such schemes and/or plans.

11. **Benefit Plans**

- 11.1 Subject to clauses 11.2 to 11.5, you shall be entitled to participate in such benefits plans ("**Plans**") that the Company may make available for its employees in your province from time to time.
- 11.2 Participation and entitlement to benefits under any of the Plans is subject to:
- (a) the terms of the relevant Plan as amended from time to time;

- (b) the rules or policies as amended from time to time of the relevant Plan provider;
  - (c) acceptance by the relevant Plan provider; and
  - (d) satisfaction of the normal underwriting requirements of the relevant Plan provider and the premium being at a rate which the Company considers reasonable.
- 11.3 The Company shall only be obliged to make any payment under any Plan where it has received payment from the relevant Plan provider for that purpose. If a Plan provider refuses to provide any benefit to you, whether based on its own interpretation of the terms and/or rules of the relevant Plan or otherwise, the Company shall not be liable to provide you with any replacement benefit whatsoever or pay any compensation in lieu of such benefit.
- 11.4 The Company, in its absolute discretion, reserves the right to discontinue, vary or amend any of the Plan (including the provider and/or level of cover provided under any Plan) at any time in its sole discretion.
- 11.5 You agree that the Company shall be under no obligation to continue this Agreement or your employment so that you continue to receive benefits under this Agreement. In particular, you agree that, subject to any applicable provincial employment standards legislation, the Company may terminate your employment notwithstanding any rights which you may have to participate in and/or obtain benefits under any permanent health insurance plan which the Company operates from time to time. You agree that you shall have no entitlement to compensation or otherwise from the Company and/or any Group Company for the loss of any such entitlements and/or benefits, except as provided by applicable provincial employment standards legislation.
- 12. Vacation**
- 12.1 You must take the minimum required paid vacation in each Vacation Year as set out in your Individual Terms. Subject to clause 12.2 of this Part 2, you may also take an additional reasonable amount of working days' as paid time off for vacation and personal reasons in each Vacation Year. The Company reserves the right to deny vacation time in excess of statutory minimums if an excessive amount of vacation is taken in a Vacation Year or for any other reason, in the Company's sole discretion. Vacation Year means the period from 1 January to 31 December.
- 12.2 You may not carry forward any part of your vacation entitlement to a subsequent Vacation Year. Save as provided for in clause 12.3 no payment in lieu will be made of any unused vacation entitlement in any Vacation Year.
- 12.3 On termination of your employment:
- (a) you will be entitled to pay in lieu of any accrued minimum statutory vacation entitlement which has not been taken as of the date of termination; and/or
  - (b) you will be required to repay to the Company any vacation pay received for vacation taken in excess of your minimum statutory entitlement (and where permitted by applicable law, you agree that any such amount may be deducted from any payments, including salary, due to you from the Company).

Any payment or repayment pursuant to this clause will be calculated on the basis of 1/260 of your salary payable pursuant to clause 8 for each day of vacation. It will not be calculated on any entitlement to bonus, allowance or other payment.

**13. Sickness Absence; Accommodation**

- 13.1 If you are unable to work due to sickness or injury, you must report this by 10am on the first working day of such sickness or injury to the Company, indicating so far as practicable the date on which you expect to return to work. You shall keep the Company informed and provide it with such certification of your condition as it may require.

- 13.2 You will be required to complete a self-certification form on your return to work from any absence of up to 7 days (including non-working days). If your absence exceeds 7 consecutive days you must provide the Company with a doctor's certificate as soon as possible after the seventh day of absence. You must provide further doctor's certificates to the Company as necessary to cover the full period of your continued absence and/or to ensure that you are medically fit to return to work. The Company reserves the right to require you to provide doctor's certificates for absences of less than 7 consecutive days.
- 13.3 If at any time in the reasonable opinion of the Company you are unable to perform all or part of your work due to sickness or injury, you will at the request and expense of the Company:
- (a) consent to an examination by a doctor nominated by the Company; and
  - (b) authorise the doctor to disclose to and discuss with the Company, his or her report (including copies) of the examination and your fitness for work.
- 13.4 The Company is entitled to rely on the reasonable opinion of any doctor engaged to examine you under clause 13.3 as to your fitness for work.
- 13.5 The Company is an inclusive employer dedicated and committed to providing a great place for advancing the careers of all employees in a rewarding and fulfilling environment. Consistent with this goal and applicable legislation, the Company seeks to make every reasonable effort to accommodate our employees up to the point of undue hardship. If you require a disability-related accommodation at any point during the course of your employment with the Company, please contact the Human Resources department for further information.
- 14. Obligations during Employment**
- 14.1 Except with the prior written permission of the Company, you shall not during your employment (whether during or outside normal working hours):
- (a) undertake any work or be in any way concerned or interested in any business or activity which may in the Company's opinion adversely affect the proper performance of your duties;
  - (b) take any preparatory steps to become engaged or interested in any capacity whatsoever in any business or venture which is in or is intended to enter into competition with any of the Company's or any Group Company's businesses;
  - (c) carry out any public or private work other than your duties under this Agreement (whether for profit or otherwise), which for the avoidance of any doubt includes (but is not limited to) conducting work of any nature for a company that is not a Group Company;
  - (d) directly or indirectly receive in respect of any goods or services sold or purchased or any other business transacted (whether or not by you) by or on behalf of the Company and/or any Group Company any discount, rebate, commission or other inducement (whether in cash or in kind) which is not authorised by the relevant Company and/or Group Company rules or guidelines. You will account to the Company for the value of any such inducement.
- 14.2 You shall observe relevant rules of law and the Company guidelines/codes relating to dealings in shares, debentures or other securities of the Company and/or any Group Company. In relation to overseas dealing you shall observe all laws and all regulations of the stock exchange, market or dealing system in which country or state such dealings take place.
- 15. Confidential Information**
- 15.1 You shall not either during your employment or at any time after its termination (howsoever arising), directly or indirectly, use, disclose or communicate to any person whatsoever and, shall use your best efforts to prevent the publication or disclosure of, any Confidential Information.
- 15.2 "**Confidential Information**" means any trade secrets or other information which is confidential, commercially sensitive and is not in the public domain relating or belonging to the Company and/or any Group Company including but not limited to:
- (a) information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past, present or future product or service;

- (b) secret formulae, processes, inventions, designs, know-how discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of the Company and/or any Group Company;
  - (c) lists or details of customers, potential customers or suppliers or the arrangements made with any customer or supplier; and
  - (d) any information in respect of which the Company and/or any Group Company owes an obligation of confidentiality to any third party.
- 15.3 Clause 15.1 does not apply to:
- (a) any use or disclosure in the proper performance of your duties under this Agreement, as authorised by the Company and/or as required by law;
  - (b) any information which is already in or comes into the public domain other than through your unauthorised disclosure; and/or
  - (c) any disclosure compelled by applicable law, subject to clause 15.4.
- 15.4 Compelled Disclosure: If you become or may become legally compelled to disclose Confidential Information, you may disclose that Confidential Information to the extent required by law, provided that:
- (a) you give the Company prompt written notice of the proposed disclosure and the reason for the proposed disclosure (unless prohibited by law from doing so);
  - (b) you give the Company reasonable assistance and, if possible, reasonable time, to prevent or limit disclosure or to obtain a protective order; and
  - (c) to the extent that disclosure is still required by law, you take all reasonable steps to make the disclosure on a confidential basis.
16. **Intellectual Property**
- 16.1 As a condition of your employment with the Company, you agree to enter into and to comply with the terms of such Employee IP Assignment Agreement (“EIPAA”) as the Company or any Group Company requires from time to time. Such EIPAA will form part of this agreement.
17. **Termination of Employment**
- 17.1 After completion of your Probationary Period the termination notice period to which you will be entitled on termination of your employment by you or the Company without cause is as set out in your Individual Terms (the “**Termination Notice Period**”). In addition, where required by applicable provincial employment standards legislation, you will be entitled to severance pay, continued benefits coverage, continued vacation accrual if and as prescribed by such legislation on termination and/or severance of employment. For greater certainty, where the Company terminates your employment, you will receive all minimum entitlements prescribed by applicable provincial employment standards legislation.
- 17.2 Nothing in this Agreement shall prevent the Company from terminating your employment for cause as set out in clause 20 below.
18. **Termination Notice Period**
- 18.1 During any Termination Notice Period resulting from termination of your employment by you or the Company without cause, or, if you terminate your employment in breach of this Agreement, during the period of notice you were required by this Agreement to provide, the Company may for all or part of that period, in its absolute discretion (and notwithstanding any other provisions of this Agreement) require you:
- (a) to perform only such of the duties as it may allocate to you or such other projects or duties as may be required;

- (b) not to perform any duties;
  - (c) not to have any contact (other than purely social contact) or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company and/or any Group Company save as determined by the Company;
  - (d) to disclose to the Company any attempted contact (other than purely social contact) with any person with whom you have been required not to have any contact pursuant to this clause;
  - (e) not to enter any premises of the Company and/or any Group Company nor to visit the premises of any suppliers and/or customers of the Company and/or any Group Company;
  - (f) to return as requested by the Company any mobile telephone handset, SIM card, laptop computer and/or any other Company and/or Group Company property, including Confidential Information (as defined in clause 15.2), the Company may require; and/or
  - (g) to resign immediately from any offices you hold in the Company and/or any Group Company.
- 18.2 You agree that any action taken on the part of the Company and/or any Group Company pursuant to clause 18.1 shall not constitute a breach of this Agreement of any kind whatsoever nor will you have any claim against the Company and/or any Group Company in respect of such action.

**19. Payment in lieu of notice**

- 19.1 The Company may in its absolute discretion, terminate your employment at any time without cause and with immediate effect and pay you a sum equal to the base salary you would have received during your Termination Notice Period as detailed in your Individual Terms (or, if notice has already been given, during the remainder of the Termination Notice Period) and any other amounts required to be paid under the applicable provincial employment standards legislation, less applicable deductions (“**Payment in Lieu**”). Except where applicable employment standards legislation requires otherwise, the Payment in Lieu shall not include, and you hereby agree that you will not be entitled to any payment in respect of:
- (a) any bonus payment that might otherwise have been paid to you during the period for which the Payment in Lieu is made;
  - (b) benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; or
  - (c) any vacation entitlement that would have accrued to you during the period for which the Payment in Lieu is made, except as may be required by applicable provincial employment standards legislation.
- 19.2 You shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 19.1. Nothing in this clause 19 shall prevent the Company from terminating your employment for cause.

**20. Termination For Cause**

- 20.1 The Company may terminate your employment for cause at any time, without notice or pay in lieu of notice, and with no liability to make any further payment to you (except any payment to be made pursuant to the applicable provincial employment standards legislation). Cause will have the meaning set forth in the Severance Plan.
- 20.2 The rights of the Company under clause 20.1 are without prejudice to any other rights that the Company may have at law to terminate your employment or accept any breach of this Agreement by you as having brought the Agreement to an end and any delay by the Company in exercising its rights under clause 20.1 shall not constitute a waiver of such rights.

**21. Reconstruction and Amalgamation**

If your employment is transferred by reason of any reconstruction or amalgamation of the Company and/or any Group Company whether by winding up or otherwise and you are offered employment with any concern or undertaking involved in or resulting from such reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Agreement, you shall have no claim against the Company or any such undertaking arising out of or in connection with such transfer and, effective as of the effective date of the transfer, you become an employee of the transferee and this Agreement shall apply to you as if references to the Company included the transferee and references to any Group Companies were constructed accordingly.

**22. Property**

At any time during your employment or following its termination (for whatever reason), as requested by the Company and/or any Group Company, you agree to:

- (a) return to the Company and/or any Group Company or irretrievably destroy or delete:
  - (i) any documents, drawings, designs, computer files or software, visual or audio tapes or other materials containing information (including, without limitation, Confidential Information as defined in clause 15.2) and/or any copies or extracts of the same relating to the Company's or any Group Company's businesses; and
  - (ii) any other property of the Company and/or any Group Company in your possession, custody and/or directly or indirectly under your control;
- (b) inform the Company of all passwords, pass codes, pin numbers and any other similar information used by yourself in relation to any information technology systems, vehicles, rooms and/or any other secured property of the Company and/or any Group Company.

**23. No solicitation of Company or Group Company Personnel**

For the period of your employment by the Company and for one (1) year thereafter (regardless of how your employment is terminated), you will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Company or Group Company that you had contact with in the course of your employment with the Company to terminate his, her or its relationship with the Company or applicable Group Company in order to become an employee, consultant, or independent contractor to or for any other person or entity.

**24. Resignation from Appointments**

At any time, at the request of the Company and/or any Group Company, you agree to resign from any directorships, offices, appointments and/or trusteeships which you hold with the Company and/or any Group Company without claim for compensation and your resignation shall not affect in anyway the continuance of this Agreement.

**25. Suspension**

In order to investigate a complaint against you of misconduct and/or poor performance, the Company may suspend you for so long as may be necessary to carry out a proper investigation and complete any appropriate disciplinary and/or capability process. During any period of suspension you shall continue to receive your salary and contractual benefits.

**26. Disciplinary Rules**

You are subject to the Company's disciplinary rules and procedures in force from time to time and such other procedures of this nature as may from time to time be adopted. Application of any such procedure is at the Company's discretion and is not a contractual entitlement.

## 27. **Data Protection**

- 27.1 The Company and any Group Company shall process your personal data in their paper-based and computerised systems. You consent to the processing of such data both inside and, where necessary, outside Canada, including but not limited to the European Economic Area and the United States of America, for the purposes of:
- (a) salary, benefits and pensions administration and employee management;
  - (b) health administration and for the purposes of health insurance/benefits;
  - (c) training and appraisal, including performance records and disciplinary records;
  - (d) equal opportunities monitoring;
  - (e) any potential change of control of the Company and/or Group Company. In such circumstances, disclosure may include disclosure to the potential purchaser or investor and their advisors;
  - (f) promoting or marketing of the Company and/or any Group Company and/or its or their products or services;
  - (g) compliance with applicable procedures, laws and regulations; and/or
  - (h) any other reasonable purposes in connection with your employment about which you shall be notified from time to time.
- 27.2 You acknowledge and accept that in order to fulfil the purposes set out above, it may be necessary to pass your personal data to regulatory bodies, government agencies and other third parties as required by law or for administration purposes.
- 27.3 You acknowledge and accept that the Company and/or any Group Company may monitor electronic correspondence (including email, voice and text messages) which you send from or receive at work and/or on Company systems and/or property provided to you by the Company and/or any Group Company for the purposes of your work in order to ensure the integrity of its information technology or to prevent or detect criminal behaviour or behaviour which contravenes legislation and/or other Company and/or Group Company policies or for any other reason determined by the Company in its sole discretion. You understand and agree that you will have no expectation of privacy whatsoever with respect to your use of the Company's and/or any Group Company's systems and/or property provided to you by the Company or any Group Company.
- 27.4 You agree to use all reasonable endeavours to keep the Company informed of any changes to your personal data and to comply with all relevant data protection legislation.
- 27.5 You acknowledge that you may receive third party data or information belonging to customers or subscribers of the Company's or any Group Company's products and services, including information which may constitute personal data ("**Subscriber Data**"). You agree that you will treat the Subscriber Data as Confidential Information and use it only as necessary and appropriate to provide service and support to such customers or subscribers.
- ## 28. **Warranty**
- 28.1 You warrant that you are not bound by nor subject to any court order, arrangement, obligation (express or implied), restriction or undertaking (contractual or otherwise) which prohibits or restricts you from entering into this Agreement or fulfilling the duties of your Role.
- 28.2 You undertake to indemnify the Company and/or any Group Company against any claims, costs, damages, liabilities and/or expenses which the Company and/or any Group Company may incur as a result of any claim that you are in breach of any order, arrangement, obligation, restriction or undertaking referred to in clause 28.1.
- ## 29. **Deductions**
- You agree that at any time the Company may deduct from your salary or any other sums owed to you any money you owe to the Company and/or any Group Company, except where such deduction is prohibited by applicable legislation.

**30. Entire Agreement**

This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (oral or written) in respect of your employment or engagement by the Company. No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties. If there is any discrepancy between the offer letter and this Agreement, this Agreement shall prevail.

**31. Third Parties**

Unless expressly provided in this Agreement, no term of this Agreement is enforceable by any person who is not a party to it.

**32. Releases and waivers**

32.1 The Company may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by you without in any way prejudicing or affecting its rights in respect of any part of that liability or any other liability or right not so released, compounded, compromised, waived or postponed.

32.2 No single or partial exercise, or failure or delay in exercising any right, power or remedy by the Company shall constitute a waiver by it of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

**33. Notices**

33.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be hand delivered, or sent by prepaid first class post, email or facsimile, with a confirmatory copy sent by prepaid first class post to, in your case, your last known residential address or, in the case of the Company, the Company's registered office.

33.2 A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally to a party or to the specified address;
- (b) on the second working day after posting by first class prepaid post; or
- (c) 2 hours after transmission if served by email or facsimile on a business day prior to 3pm or in any other case at 10 am on the business day after the date of despatch.

**34. Governing law and jurisdiction**

34.1 This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia and the federal laws of Canada applicable therein.

34.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of the Province of British Columbia.

**35. Severability**

35.1 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

**36. e-signature**

36.1 Where this Agreement is executed by way of e-signature, you agree your electronic signature is the legal equivalent of your manual signature on this Agreement.

### Part 3 - Post Termination Restrictions

#### 1. Definitions and interpretation

1.1 In this Part 3, unless the context otherwise requires, the following additional definitions shall apply (in addition to the definitions contained in the Parts 1 and 2 of this Agreement):

**“the Business”** means the business of the Company or any part thereof and any other business or part thereof carried on by any Group Company as of the Termination Date and/or during the Protected Period and in respect of which you have been materially concerned or about which you have acquired Confidential Information during the course of your employment.

**“Customer”** means any person who at any time during the Protected Period was a customer of the Company or any Group Company and was a person with whom you had material personal dealings or in relation to whom you have acquired Confidential Information.

**“Goods and/or Services”** means any goods and/or services competitive with those supplied by the Company or any Group Company at any time during the Protected Period and in relation to which you were materially involved or concerned or for which you were responsible during that period.

**“Prospective Customer”** means any person who was at any time during the Protected Period engaged in negotiations, with which you were personally involved, with the Company or any Group Company with a view to obtaining goods or services from the Company or any Group Company or in relation to whom you have acquired Confidential Information.

**“Protected Period”** means the 12 months immediately preceding the earlier of the Termination Date and the commencement of any Termination Notice Period.

**“Restriction Period”** has the meaning given to it in your Individual Terms.

**“Supplier”** means any person with whom you have had material dealings as part of your employment during the Protected Period and who has during that period supplied goods or services to the Company or any Group Company on terms other than those available to another purchaser in the market during that period, whether by reason of exclusivity (either de facto or contractually obliged), price or otherwise.

**“Termination Date”** means the date on which your employment terminates.

#### 2. Obligations after employment

2.1 You shall not for the Restriction Period undertake any work or be in any way engaged, concerned or interested in any business or venture which:

- (a) is or is about to be in competition with the Business or any part thereof; or
- (b) is likely to result in the intentional or unintentional disclosure or use of Confidential Information by you in order for you to properly discharge your duties to or further your interest in that business or venture.

2.2 The provisions of clause 2.1 shall not operate so as to prevent you from being engaged, concerned or interested in any business or venture in so far as your work for that business or venture shall relate solely to services or activities with which your employment with the Company was not concerned to a material extent or in relation to which (i) you were not responsible and (ii) you held no Confidential Information during the Protected Period.

2.3 You shall not for the Restriction Period in respect of any Goods and/or Services:

- (a) deal with or supply any Customer; or
- (b) deal with or supply any Prospective Customer.

- 2.4 You shall not for the Restriction Period in respect of any Goods and/or Services:
- (a) solicit, facilitate the solicitation of or canvass the custom or business of any Customer; or
  - (b) solicit, facilitate the solicitation of or canvass the custom or business of any Prospective Customer.
- 2.5 You shall not for the Restriction Period:
- (a) deal with or accept the supply of any goods or services from any Supplier where such supply is likely to be the detriment of any Group Company whether by causing the Supplier to reduce or alter the terms or quantity of supply to the Group Company or where the value of the Company's arrangement with the Supplier is diminished; or
  - (b) solicit, facilitate the solicitation of or canvass the supply of any goods or services from any Supplier where such supply is likely to be the detriment of any Group Company whether by causing the Supplier to reduce or alter the terms or quantity of supply to the Group Company or where the value of the Group Company's arrangement with the Supplier is diminished;
3. **General**
- 3.1 You have given the undertakings in this Part 3 to the Company as trustee for itself and each Group Company in the business of which you have been concerned or involved to any material extent during your employment or which benefits from each undertaking. You agree that each such Group Company may enforce the benefit of each such undertaking. You shall at the request and expense of the Company enter into direct undertakings with any such Group Company which correspond to the undertakings in this Part 3.
- 3.2 You agree that if the Company transfers all or any part of its business to a third party ("transferee"), the restrictions contained in this Part 3 shall, with effect from the date of you becoming an employee of the transferee, apply to you as if references to the Company included the transferee and references to any Group Companies were construed accordingly and as if references to customers or suppliers were of the Company and/or the transferee and their respective Group Companies.
- 3.3 You agree that if you have material business dealings in other foreign jurisdictions on behalf of any Group Company, you will enter into undertakings providing the same level of protection for each such Group Company with such modifications (if any) as are necessary to render such undertakings enforceable in those jurisdictions.
- 3.4 You acknowledge that you have had the opportunity to obtain independent legal advice in relation to the undertakings contained in this Part 3 and have either done so or voluntarily chosen not to do so.
- 3.5 The obligations imposed on you by this Part 3 extend to you acting not only on your own account but also on behalf of any other firm, company or other person and shall apply whether you act directly or indirectly.
- 3.6 You warrant that you believe the covenants contained within this Part 3 (the "**Covenants**") to be reasonable as between the parties and that you have no present intention of ever arguing that the restraints are unreasonable or otherwise unenforceable.

- 3.7 You agree that the Covenants are necessary and fundamental to the protection of the business of the Company and/or any Group Company and are not designed to impair, and will not impair, your ability to obtain subsequent employment. You acknowledge that the Covenants contain reasonable limitations as to time and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the good will and other business interest of the Company and/or any Group Company. You also acknowledge that any breach or attempted breach of the Covenants by you will result in irreparable harm to the Company and/or any Group Company for which damages will be inadequate. Accordingly, the Company and/or any Group Company, in addition to any other remedy that may be available, shall be entitled to seek specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and you hereby waive any right to challenge the strict enforcement thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S) TO FOLLOW]**

By signing below I accept this Agreement effective as of the first day of my employment with the Company.

Name: Joshua Bixby

*Please  
print your  
name*

Signature: /s/ Joshua Bixby

Date: February 19, 2020

Signature for and on behalf of Fastly  
International (Holdings) Ltd.:

/s/ Adriel Lares

Date: February 19, 2020

Adriel Lares



475 Brannan Street, #300  
San Francisco, CA 94107  
USA

February 19, 2020

Mr. Joshua Bixby

Re: Fastly, Inc. 2019 Equity Incentive Plan

Dear Joshua,

Further to the recent offer of employment with Fastly International (Holdings) Ltd. ("**Fastly International**"), I write to inform you that Fastly, Inc. (the "**Company**") proposes to make a grant of equity awards to you, subject to approval by Board of Directors or its designated committee (the "**Board**").

The terms of your Employment Agreement provide that, before the last day of November (and during an otherwise open trading window), you may make an irrevocable election (on a form prescribed by the Company) to reduce your salary for the following calendar year (but in any case no lower than the applicable minimum wage) by providing written notice to Fastly International of such election. The Company agrees that, if you make such election and timely provide notice to Fastly International, the Company will grant you restricted stock units covering shares of the Company's Class A Common Stock with a value based on the amount of such reduction (each, an "**Annual RSU**"). Such election with respect to the annual RSU shall be made in compliance with applicable tax laws. Any such Annual RSU will be granted in February of the applicable year and the number of RSUs subject to each Annual RSU will be based on the average trading price of the Company's Class A common stock in January of such year. Each Annual RSU will vest in four equal quarterly installments following the date of grant commencing on February 15th and quarterly thereafter (May, August, and November), in each case subject to your continued service with the Company.

You will be granted three awards of restricted stock units covering shares of the Company's Class A common stock ("**RSUs**"):

- The first RSU will have a value of USD \$4,000,000 (the "**First RSU Grant**"). The First RSU Grant will vest as to 12.5% of the total RSUs on the 15<sup>th</sup> of August 2020 and thereafter in 14 equal (i.e. 6.25% of the total RSUs will vest per quarter) quarterly installments (November, February, May, and August), in each case subject to your continued service with the Company;
- The second RSU will have a value of USD \$1,008,000 (the "**Second RSU Grant**"). The Second RSU Grant will vest following the Board's (or a committee thereof) determination that you have achieved Company and individual performance targets for 2020, with the performance target being 100% (valued at USD \$504,000) and up to a maximum of 200% performance target. Following such determination, the Second RSU Grant will vest, based on the extent such targets were achieved, in four equal quarterly installments on the 15<sup>th</sup> of February, May, August, and November 2021, in each case subject to your continued service with the Company; and
- The third RSU will have a value of USD \$390,360 (the "**Third RSU Grant**"). The Third RSU Grant will vest as to 50% of the RSUs on the 15<sup>th</sup> of August 2020 and thereafter as to 25% of the RSUs on November 15<sup>th</sup> and February 15<sup>th</sup>, in each case subject to your continued service with the Company.



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The number of RSUs under the First RSU Grant, the Second RSU Grant, and Third RSU Grant will be determined by the Board based on the average trading price of Fastly, Inc.'s Class A common stock in January 2020. Your RSUs, including any Annual RSU, will be subject to the provisions of the Fastly, Inc. 2019 Equity Incentive Plan (the "**Equity Plan**") and related award agreement. In case of any conflict between the terms of this equity letter agreement and the Equity Plan or any award agreement thereunder, the terms of the Equity Plan and award agreement will control.

Under the terms of the Plan, you may also be required to agree as a condition of grant of the RSUs to indemnify your employer in respect of any income tax and social security contributions (including employer contributions, to the extent permitted by law) arising in connection with the grant, vesting or exercise of the RSUs, and/or to enter into tax elections specified by the Company or your employer.

Your RSUs will be eligible for the acceleration benefits under the Company's Executive Change of Control and Severance Benefit Plan.

Finally, this letter serves as our confirmation that the Independent Contractor Services Agreement, by and between Fastly, Inc. and Possibilities Training Group, dated October 28, 2013, has been terminated as of the start date of your employment with Fastly International.

Please let me know if you have any questions in connection with the above.

Sincerely,

/s/ David Hornik

David Hornik

On behalf of the Board of Directors of Fastly, Inc.

**ACKNOWLEDGED AND AGREED**

/s/ Joshua Bixby

Joshua Bixby



February 19, 2020

Mr. Artur Bergman

**Re: Modification of Offer Letter Agreement**

Dear Artur:

As you know, you are currently employed by Fastly, Inc. (“**Fastly**” or the “**Company**”) as its Chief Executive Officer (“**CEO**”) pursuant to the terms set forth in an offer letter agreement dated May 3, 2019 (the “**Offer Letter Agreement**”), a copy of which is attached hereto as **Exhibit A**. You and the Company hereby agree to modify the Offer Letter Agreement, effective as of February 18, 2020, as follows:

***Delete and replace Section 1 of the Offer Letter Agreement with the following:***

**1. Duties and Reporting Relationship.** Your title shall be Chief Architect and Executive Chairperson and you will report to the Company’s CEO. You will be responsible for advising the CEO and leadership team on key decisions and strategy; working and meeting with prospects and customers when requested; providing corporate development, product, engineering, infrastructure, recruiting, and sales advice and support; speaking on behalf of the Company both externally and internally; and other duties when asked as the business dictates. You will work primarily out of the Company’s office in Denver, Colorado. You acknowledge and agree that this change in your duties and responsibilities does not constitute Good Reason for your resignation pursuant to Sections 8 and 10 of the Offer Letter Agreement. Of course, the Company may change your position, reporting relationship, duties and work location from time to time in its discretion, subject to the other terms in the Offer Letter Agreement.

***Delete and replace Section 2 of the Offer Letter Agreement with the following:***

**2. Base Salary.** Effective March 1, 2020, you will be paid a base salary at an annual rate of USD \$35,568 (USD \$2,964 per week) subject to applicable deductions and withholdings, and paid on the Company’s normal payroll schedule. Starting as of January 1, 2021, your base salary will be increased to an annual rate of USD \$504,000 per year. However, on or before the last day of November (and during an otherwise open trading window), you may make an irrevocable election (on a form prescribed by the Company) to reduce your salary for the following calendar year (but in any case no lower than the applicable minimum wage for an exempt employee), and instead receive restricted stock units covering shares of the Company’s Class A Common Stock with a value based on the amount of such reduction (each, an “**Annual RSU**”). Such election with respect to the annual RSU shall be made in compliance with applicable tax laws. Any such Annual RSU will be granted in February of the applicable year and the number of RSUs subject to each Annual RSU will be based on the average trading price of the Company’s Class A common stock in January of such year. Each Annual RSU will vest in 4 equal quarterly installments following the date of grant commencing on February 15<sup>th</sup> and quarterly thereafter (May, August, and November), in each case subject to your continued service with the Company. 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. The Company retains discretion to modify your compensation from time to time, subject to the other terms in this Agreement.



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**Delete and replace Section 4 of the Offer Letter Agreement with the following:**

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

- The first RSU will have a value of USD \$2,500,000 (the "**First RSU Grant**"). The First RSU Grant will vest as to 12.5% of the total RSUs on the 15<sup>th</sup> of August 2020 and thereafter in 14 equal (i.e. 6.25% of the total RSUs will vest per quarter) quarterly installments (November, February, May, and August), in each case subject to your continued service with the Company;
- The second RSU will have a value of USD \$1,008,000 (the "**Second RSU Grant**"). The Second RSU Grant will vest following the Board's (or a committee thereof) determination that you have achieved Company and individual performance targets for 2020, with the performance target being 100% (valued at USD \$504,000) and up to a maximum of 200% performance target. Following such determination, the Second RSU Grant will vest, based on the extent such targets were achieved, in four equal quarterly installments on the 15<sup>th</sup> of February, May, August, and November 2021, in each case subject to your continued service with the Company; and
- The third RSU will have a value of USD \$390,360 (the "**Third RSU Grant**"). The Third RSU Grant will vest as to 50% of the RSUs on the 15<sup>th</sup> of August 2020 and thereafter as to 25% of the RSUs on November 15, 2020 and February 15, 2021, in each case subject to your continued service with the Company.

The number of RSUs under the First RSU Grant, the Second RSU Grant, and the Third RSU Grant will be determined by the Board based on the average trading price of the Company's Class A common stock in January 2020. Your RSUs, together with any Annual RSU, will be subject to the provisions of the Company's 2019 Equity Incentive Plan (the "**Plan**") and related award agreement. 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.

**Delete and replace Section 10(c) of the Offer Letter Agreement with the following:**

**(c) Good Reason.** "**Good Reason**" shall mean one or more of the following events occurring without your written consent: (i) a material reduction of your primary job duties or level of responsibility (collectively, "**Duties**") relative to your duties that were in effect immediately prior to such reduction; *provided, however*, that for purposes of this clause, a material reduction in your Duties will *not* be deemed to occur if: (A) the Company is acquired and made a division or business unit of a larger entity,



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San Francisco, CA 94107  
USA

and following the consummation of the Change in Control, you retain substantially similar Duties for such division or business unit of the acquiring corporation, but not for the entire acquiring corporation; (B) solely because of a change in title; or (C) solely because of a change in your position on the Company's Board of Directors (the "Board") or your removal from the Board; (ii) a ten percent (10%) reduction in then-current annual base salary (other than an across-the-board salary reduction for all similarly situated executives); or (iii) relocation of your principal place of employment to a place that increases your one-way commute by more than fifty (50) miles as compared to your then current principal place of employment immediately prior to such relocation. With respect to each of subsection (i), (ii), and (iii) above, you must provide notice to the Company of the condition giving rise to "Good Reason" within thirty (30) days of the initial existence of such condition, and the Company will have thirty (30) days following such notice to remedy such condition. You must resign your employment no later than fifteen (15) days following expiration of the Company's thirty (30) day cure period or written receipt from the Company of its intent not to cure.

Except as expressly modified herein, the Offer Letter Agreement shall remain in full force and effect. This modification agreement, together with the Offer Letter Agreement, 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, and it 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.

Please sign and date this letter and return it to us if you wish to accept continued employment under the terms described above.

Sincerely,

**Fastly, Inc.**

/s/ David Hornik

David Hornik

On behalf of the Board of Directors

Exhibit A – Offer Letter Agreement dated May 3, 2019 and its Exhibits

Understood and Accepted:

Date:

/s/ Artur Bergman

February 19, 2020

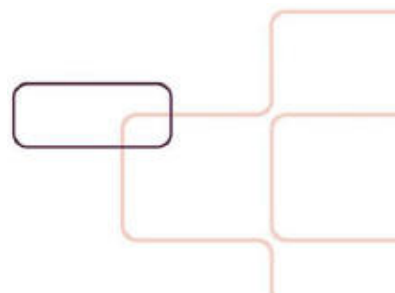


475 Brannan Street, #300  
San Francisco, CA 94107  
USA

Exhibit A

FASTLY, INC

Offer Letter Agreement Dated May 3, 2019



May 3, 2019

Mr. Artur Bergman

**Re: Employment Terms**

Dear Artur:

Fastly, Inc. (“**Fastly**” or the “**Company**”) is pleased to offer you continued employment as Chief Executive Officer (“**CEO**”) pursuant to the terms set forth in this offer letter agreement (the “**Agreement**”). Capitalized terms will have the definitions and meanings set forth herein.

**1. Duties and Reporting Relationship.** As CEO, you will report to the Company’s Board of Directors (the “**Board**”). You will be responsible for the general management of the affairs of the Company and you may be asked to perform other duties as our business needs dictate. You will work primarily out of the Company’s office in San Francisco, California. Of course, the Company may change your position, reporting relationship, duties and work location from time to time in its discretion, subject to the other terms in this Agreement.

**2. Base Salary.** Effective May 1, 2019, you will be paid a base salary at an annual rate of \$504,000 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. The Company retains discretion to modify your compensation from time to time, subject to the other terms in this Agreement.

**3. Standard Benefits and Paid Time Off.** You will remain 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.

**4. Equity Compensation.** The Company had previously granted you options to purchase shares of the Company’s common stock (the “**Option**”) and Restricted Stock Units (“**Restricted Stock Units**”), pursuant to the Company’s 2011 Equity Incentive Plan (the “**Plan**”), and all such previously granted equity shall continue to be governed by the terms of the applicable grant agreements and the Plan.

**5. Expenses.** During your employment, your reasonable, documented business expenses will be reimbursed by the Company in accordance with its standard policies and practices.

**6. Confidentiality, Arbitration and Policies.** Your signed Employee Confidential Information and Inventions Assignment Agreement (attached as **Exhibit A**) remains in full force and effect. In connection with this Agreement, you will be required to sign and comply with the Company’s Arbitration Agreement (attached as **Exhibit B**). In addition, you will continue 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. Furthermore, the Company will consider reasonable modifications to its insider trading policy to allow for non-margin pledging of shares.

Artur Bergman Page 1

**7. At-Will Employment Relationship.** Your employment remains at-will, which means that 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. Although not required, the Company requests that you provide at 30 day's 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.

**8. Severance Benefits.**

**(a) Involuntary Termination Other than for Cause or Voluntary Termination for Good Reason During the Change of Control Period.** If, within the period commencing three (3) months prior to a Change of Control and ending eighteen (18) months following a Change of Control (the "**Change of Control Period**"): (i) you terminate your employment with the Company (or any parent or subsidiary of the Company) for "**Good Reason**"; or (ii) the Company (or any parent or subsidiary of the Company) terminates your employment for other than "**Cause**", and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder), and subject to the conditions in Section 8(d) below, the Company will provide you with the following severance benefits (the "**CIC Severance Benefits**"):

**(i) Cash Severance.** You will receive cash severance in an amount equal to twenty-four (24) months of your then current base salary and target annual bonus (for the year in which the Separation of Service occurred, if any) as of the Separation from Service date (the "**Cash Severance**"). The Cash Severance will be paid in one lump sum on the 60<sup>th</sup> day following your Separation from Service.

**(ii) Pro-Rata Target Bonus.** If you are eligible to receive a bonus in the year of your Separation from Service date, you will receive an additional cash severance payment, less applicable deductions and withholdings, equal to the amount of your target annual bonus for the calendar year in which your employment is terminated, prorated based upon the number of days you provided services during the year in which your employment termination occurred, and if such termination occurs after the end of the applicable bonus year but before the bonus payment date, you will receive your full target bonus for the applicable year (the "**Bonus Severance**"). The Bonus Severance will be paid in one lump sum on the 60<sup>th</sup> day following your Separation from Service.

**(iii) COBRA Severance.** If you timely elect continued coverage under COBRA, the Company will continue to pay the cost of your health care coverage in effect at the time of your employment termination for a maximum of eighteen (18) months (the "**COBRA Severance**"). The Company's obligation to pay the COBRA Severance on your behalf will cease if you obtain health care coverage from another source (e.g., a new employer or spouse's benefit plan), unless otherwise prohibited by applicable law. Notwithstanding the above, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA Severance without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether you elect COBRA continuation coverage and shall end on the earlier of (x) the date upon which you obtain other employment or (y) the last day of the third calendar month following your Separation from Service date.

**(iv) Accelerated Vesting.** The Company shall immediately vest as to one hundred percent (100%) of the then unvested Option shares. The Options shall remain exercisable following the termination of employment for the period prescribed in the respective option agreements. Additionally, all of your then outstanding unvested time-based Restricted Stock or Restricted Stock Units (collectively, the

“**Restricted Stock Units**”) shall immediately vest as to one hundred percent (100%) of the then unvested Restricted Stock Units that have a time-based vesting schedule. All other unvested Company equity compensation (other than performance-based awards) held by you shall also immediately vest as to one hundred percent (100%) of the then unvested equity compensation. Vesting of any performance-based awards shall be treated as set forth in the award agreement governing the applicable Performance Award. In the event that your termination occurs prior to the consummation of the Change of Control, the vesting acceleration set forth in this section shall be contingent upon the consummation of the Change of Control transaction. If, in connection with a Change of Control, unvested Options, Restricted Stock Units or other equity held by you will be terminated as a result of the successor entity electing not to assume or continue such equity interests, then one hundred percent (100%) of the unvested Options, Restricted Stock Units or other equity interests will become vested immediately prior to the consummation of the Change of Control transaction.

**(b) Involuntary Termination Other than for Cause or Voluntary Termination for Good Reason Not in Connection with a Change of Control.** If, at any other time other than during the Change in Control Period), the Company terminates your employment without Cause or you resign for Good Reason, provided such termination or resignation constitutes a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a “**Separation from Service**”), then subject to your compliance with the terms of this Agreement, the Company will provide you with the following severance benefits (the “**Non-COC Severance Benefits**”):

**(i) Cash Severance.** You will receive cash severance in an amount equal to eighteen (18) months your then current base salary and target annual bonus (for the year in which the Separation of Service occurred, if any) as of the Separation from Service date (the “**Cash Severance**”). The Cash Severance will be paid in one lump sum on the 60<sup>th</sup> day following your Separation from Service.

**(ii) COBRA Severance.** If you timely elect continued coverage under COBRA, the Company will continue to pay the cost of your health care coverage in effect at the time of your employment termination for a maximum of eighteen (18) months (the “**COBRA Severance**”). The Company’s obligation to pay the COBRA Severance on your behalf will cease if you obtain health care coverage from another source (e.g., a new employer or spouse’s benefit plan), unless otherwise prohibited by applicable law. Notwithstanding the above, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA Severance without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether you elect COBRA continuation coverage and shall end on the earlier of (x) the date upon which you obtain other employment or (y) the last day of the third calendar month following your Separation from Service date.

**(iii) Accelerated Vesting.** Each of your: (i) equity awards that is subject to time-based vesting that is outstanding as of the date of your Separation from Service shall accelerate and become vested and, if applicable, exercisable as to the number of shares subject to such equity award that would have vested if you had completed an additional twelve (12) months employment following the date on which your Separation from Service occurred: and (ii) equity awards that is subject to performance-based vesting that is outstanding as of the date of your Separation from Service shall accelerate and become vested and, if applicable, exercisable as to the number of shares subject to such equity award that would have vested if you had completed an additional 12 months employment following the date on which your Separation from service occurred, on a pro-rated basis and based on your actual level of achievement of the applicable equity award as of the date on which your Separation from Service occurred. Subject to your compliance with the requirements of this Section 8, including but not limited to your execution and non-revocation of the Release within the time period set forth therein, the foregoing accelerated vesting will be effective as of your Separation from Service.

**(c) Voluntary Resignation; Termination for Cause.** If, at any time, your employment with the Company terminates: (i) voluntarily by you other than for Good Reason or due to disability; or (ii) for Cause by the Company; then you shall not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company's then existing benefits plans and practices or pursuant to other written agreements with the Company.

**(d) Conditions for Receipt of Severance.** Your receipt of the benefits under Sections 8(a) and (b) is conditioned upon: (i) you continuing to comply with your obligations under your Employee Confidential Information and Inventions Assignment Agreement; and (ii) you delivering to the Company an effective, general release of claims in favor of the Company that is substantially in the form of **Exhibit C** within the applicable time period set forth therein.

**(e) Exclusive Remedy.** In the event of a termination of your employment, the provisions of this Section 8 are intended to be and are exclusive and in lieu of any other rights or remedies to which you or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement or any other agreement with the Company. You shall not be entitled to any benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Section 8.

**(f) Section 409A.**

**(i)** Notwithstanding anything to the contrary in this Agreement, if you are a "specified employee" within the meaning of Section 409A of the Code, and the final regulations and any guidance promulgated thereunder ("**Section 409A**") at the time of your separation from service (as such term is defined in Section 409A), then the cash severance benefits payable to you under this Agreement, if any, and any other severance payments or separation benefits that may be considered deferred compensation under Section 409A (together, the "**Deferred Compensation Separation Benefits**") otherwise due to you on or within the six (6) month period following your separation from service shall accrue during such six (6) month period and shall become payable in a lump sum payment on the date six (6) months and one (1) day following the date of your separation from service. All subsequent payments, if any, shall be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if your death follows your separation from service but prior to the six (6) month anniversary of your date of separation from service, then any payments delayed in accordance with this Section shall be payable in a lump sum as soon as administratively practicable after the date of your death and all other Deferred Compensation Separation Benefits shall be payable in accordance with the payment schedule applicable to each payment or benefit.

**(ii)** It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder shall be subject to the additional tax imposed under Section 409A, and any ambiguities herein shall be interpreted to so comply. The Company and you agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A prior to actual payment to you.

**(iii)** Notwithstanding any other provisions of this Agreement, your receipt of severance payments and benefits under this Agreement is conditioned upon you signing and not revoking the Release and subject to the Release becoming effective within sixty (60) days following your termination of employment (the "**Release Period**"). No severance will be paid or provided until the Release becomes effective. No severance will be paid or provided unless the Release becomes effective during the Release Period. In the event your separation from service occurs on or after November 1 of any year, any severance will be paid in arrears on the first payroll date to occur during the following calendar year, or such later time as required by Section 409A.

**9. Golden Parachute Excise Tax Best Results.** In the event that the severance and other benefits provided for in this agreement or otherwise payable to you: (a) constitute “parachute payments” within the meaning of Code Section 280G and (b) would be subject to the excise tax imposed by Section 4999 of the Code, then such benefits shall be either:

(a) Delivered in full, or

(b) Delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income and employment taxes and the excise tax imposed by Section 4999, results in the receipt by you, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. Unless both the Company and you otherwise agree in writing, any determination required under this Section 9 will be made in writing by an accounting firm or other tax expert selected by the Company or such other person or entity to which the parties mutually agree (the “**Accountants**”), whose determination will be conclusive and binding upon you and the Company for all purposes. For purposes of making the calculations required by this Section 9, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Both the Company and you shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 9. Any reduction in payments and/or benefits required by this Section 9 shall occur in the following order: (1) reduction of cash payments; and (2) reduction of other benefits paid to you. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant for your equity awards.

**10. Definition of Terms.** The following terms referred to in this Agreement shall have the following meanings:

(a) **Cause.** “**Cause**” shall mean: (i) commission of a felony or any crime involving moral turpitude by you; (ii) your participation in any fraud or act of dishonesty against the Company; (iii) your persistent neglect of your job duties; (iv) your material breach of any written agreement entered into between you and the Company (including but not limited to your Employee Confidential Information and Inventions Assignment Agreement); (v) misconduct or other violation of Company policy that causes material harm to the Company; (vi) breach by you of any fiduciary duty owed to the Company; or (vii) conduct by you which in the good faith and reasonable determination of the Board demonstrates gross unfitness to serve; *provided that*, in the case of sections (iii), (iv) and (vii) in this paragraph, such conduct remains uncured after 30 days’ written notice from the Company (which the Company only must provide if it deems such conduct curable).

(b) **Change of Control.** At any time prior to the date the Company first becomes subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), “**Change of Control**” means an “**Acquisition**” as such term is defined in Section 4(b) of Article IV in the Company’s Amended and Restated Certificate of Incorporation in effect as of the date of this Agreement. On or after the date the Company first becomes subject to the reporting requirements of the Exchange Act, “**Change of Control**” shall mean the occurrence of any of the following, in one or a series of related transactions:

(i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the “beneficial owner” (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities; or

(ii) Any action or event occurring within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors. “Incumbent Directors” shall mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); or

(iii) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iv) The consummation of the sale, lease or other disposition by the Company of all or substantially all the Company’s assets.

(c) **Good Reason.** “**Good Reason**” shall mean one or more of the following events occurring without your written consent: (i) a material reduction of your primary job duties or level of responsibility (collectively, “**Duties**”) relative to your duties that were in effect immediately prior to such reduction; *provided, however*, that for purposes of this clause, a material reduction in your Duties will *not* be deemed to occur if: (A) the Company is acquired and made a division or business unit of a larger entity, and following the consummation of the Change in Control, you retain substantially similar Duties for such division or business unit of the acquiring corporation, but not for the entire acquiring corporation; or (B) solely because of a change in title; (ii) a ten percent (10%) reduction in then-current annual base salary (other than an across-the-board salary reduction for all similarly situated executives); or (iii) relocation of your principal place of employment to a place that increases your one-way commute by more than fifty (50) miles as compared to your then current principal place of employment immediately prior to such relocation. With respect to each of subsection (i), (ii), and (iii) above, you must provide notice to the Company of the condition giving rise to “Good Reason” within thirty (30) days of the initial existence of such condition, and the Company will have thirty (30) days following such notice to remedy such condition. You must resign your employment no later than fifteen (15) days following expiration of the Company’s thirty (30) day cure period or written receipt from the Company of its intent not to cure.

**11. Miscellaneous.** This letter, together with its exhibits, 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. 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.

Please sign and date this letter and the enclosed exhibits and return them to us by the close of business on May 3, 2019 if you wish to accept continued employment under the terms described above.

Sincerely,

**Fastly, Inc.**

/s/ David Hornik

David Hornik

On behalf of the Board of Directors

Exhibit A – Signed Employee Confidential Information and Inventions Assignment Agreement

Exhibit B – Arbitration Agreement

Exhibit C – Form of Release

Understood and Accepted:

Date:

/s/ Artur Bergman

May 3, 2019

Artur Bergman Page 7

Exhibit A

FASTLY, INC

Employee Confidential Information and Inventions Assignment Agreement

Exhibit B  
FASTLY, INC.  
Arbitration Agreement

Exhibit C  
Release Agreement

I understand that my position with Fastly, Inc. (the “**Company**”) terminated effective \_\_\_\_\_ (the “**Separation Date**”). The Company has agreed that if I choose to sign this Release Agreement (the “**Release**”) without revocation, the Company will provide me with certain severance benefits pursuant to the terms of the offer letter agreement between me and the Company dated May 3, 2019 (the “**Offer Letter**”). I understand that I am not entitled to these severance benefits unless I sign this Release without revocation. I also understand that, regardless of whether I sign this Release, the Company will pay me all of my accrued salary and vacation earned through the Separation Date, to which I am entitled by law.

In exchange for the severance benefits and other consideration provided to me under the Offer Letter, I hereby generally and completely release the Company, and its current and former directors, officers, employees, stockholders, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the “**Released Parties**”) from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Agreement (collectively, the “**Released Claims**”). The Released Claims include, but are not limited to: (1) all claims arising out of or in any way related to my employment with the Company, or its affiliates, or the termination of that employment; (2) all claims related to my compensation or benefits, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company, or its affiliates; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) (“**ADEA**”), the federal Employee Retirement Income Security Act of 1974 (as amended), the California Labor Code (as amended), and the California Fair Employment and Housing Act (as amended).

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA. I also acknowledge that the consideration given for the Released Claims is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (a) the Released Claims do not apply to any rights or claims that arise after the date I sign this Release; (b) I should consult with an attorney prior to signing this Release (although I may choose voluntarily not to do so); (c) I have twenty-one (21) days to consider this Release (although I may choose to voluntarily sign it sooner); (d) I have seven (7) days following the date I sign this Release to revoke the Release by providing written notice to an officer of the Company; and (e) the Release will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after I sign this Release (“**Effective Date**”).

I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: “**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**” I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims hereunder.

Notwithstanding the foregoing, the following are not included in the Released Claims (the “**Excluded Claims**”): (1) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with the Company to which I am a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; or (2) any rights which are not waivable as a matter of law. In addition, I understand that nothing in this Release limits my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (“**Government Agencies**”). I further understand that this Release does not limit my ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Release does not limit my right to receive an award for information provided to the Securities and Exchange Commission, I understand and agree that, to maximum extent permitted by law, I am otherwise waiving any and all rights I may have to individual relief based on any claims that I have released and any rights I have waived by signing this Release. I hereby represent and warrant that, other than the Excluded Claims, I am not aware of any claims I have or might have against any of the Released Parties that are not included in the Released Claims.

I hereby agree not to disparage the Company, or its officers, directors, employees, shareholders or agents, in any manner likely to be harmful to them or their business, business reputation, or personal reputation; *provided, however*, that I will respond accurately and fully to any question, inquiry or request for information when required by legal process or in connection with a government investigation. In addition, I understand that nothing in this Release is intended to prohibit or restrain me in any manner from making disclosures that are protected under the whistleblower provisions of federal or state law or regulation.

I hereby represent that I have been paid all compensation owed and for all hours worked, I have received all the leave and leave benefits and protections for which I am eligible, and I have not suffered any on-the-job injury for which I have not already filed a workers’ compensation claim. I further acknowledge that, other than the severance benefits that will be provided to me pursuant to the Offer Letter and this Release, I have not earned and will not receive from the Company any additional compensation, severance, or benefits, with the exception of any vested right I may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account). By way of example, I acknowledge that I have not earned and am not owed any bonus, vacation, incentive compensation, severance, commissions or equity.

I acknowledge that to become effective, I must sign and return this Release to the Company so that it is received not later than twenty-one (21) days following the date it is provided to me, and I must not revoke it thereafter.

**EXECUTIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date:

**Fastly Announces Leadership Transition**

*Artur Bergman Transitions to Chief Architect and Executive Chairperson, Joshua Bixby Succeeds Bergman as CEO. David Hornik Appointed Lead Independent Director of the Board.*

**SAN FRANCISCO, CA – February 20, 2020** – Fastly, Inc. (NYSE: FSLY), provider of a global edge cloud platform, today announced that Artur Bergman has transitioned from his role as Chief Executive Officer to the role of Chief Architect and Executive Chairperson. Joshua Bixby, the President of Fastly, succeeds Mr. Bergman as CEO. Fastly also announced today that Board member David Hornik has been appointed Lead Independent Director.

In his full-time role as Chief Architect and Executive Chairperson, Mr. Bergman will continue to collaborate closely with Mr. Bixby as he transitions into the role of CEO. He will help oversee the long-term strategic direction of the company, while also renewing his focus on product development, working closely with developers and customers. Mr. Bixby, who has served as President of Fastly since 2017, has the extensive corporate leadership experience and significant technological acumen required to lead Fastly into its next stage of growth.

“I have always been deeply committed to delivering a secure, reliable and developer-oriented edge cloud platform and growing our company values-first,” said Bergman. “As CEO, it has been exciting to lead and grow the business into what it is today, especially through our transition to a public company. We have seen tremendous growth over the past few years and I believe Fastly is well-positioned to capture the significant opportunity ahead of us. As a developer at heart, my passions lie in building the architecture and innovation that will allow Fastly to continue to grow. Now is the right time for me to transition into a new role and hand the reins to Fastly’s next leader. I have collaborated with Joshua on every aspect of the business for over six years now. His passion, deep understanding, and knowledge of the business make this transition a natural fit, and will be key as we continue to build on our momentum.”

“I am thrilled to have the opportunity to step into the CEO role as we further our mission to make it easier for innovators to deliver,” said Bixby. “As we begin our second fiscal year as a public company, we are focused on continuing to drive strong customer growth and engagement through enhanced products and services, including our Compute@Edge and security offerings.” Mr. Bixby continued, “I am grateful for the confidence that the Board and Artur have placed in me. Artur built Fastly into an innovative, high-growth company poised for long-term success. I look forward to continuing to collaborate with him and other members of the management team as we execute our strategy.”

“I have had the pleasure of working closely with Artur and Joshua for more than six years now,” said David Hornik. “Artur has done a phenomenal job growing Fastly’s customer base, increasing revenue and gross margin, and most importantly, expanding our product offerings for our customers. I am confident that in his new role as Chief Architect and Executive Chairperson, Artur will drive further enhancements across our portfolio of offerings, providing an even better experience for all customers. Joshua has been an invaluable member of the team, working closely with Artur across the business and on our long-term strategy, and he has the full

confidence of the Board to lead Fastly into the future. On behalf of the Board, we all look forward to working with them both as we continue to build on the positive momentum that Artur established.” Mr. Hornik added, “I am also pleased to assume the role of Lead Independent Director in order to help ensure that our Board continues to follow best practices and function effectively as Fastly works to build a trustworthy internet.”

#### **About Artur Bergman**

Artur Bergman has served as our Chief Architect and Executive Chairperson and Chairperson of the Board of Directors since February 2020. He served as our CEO from Fastly’s founding in March 2011 until February 2020. From September 2007 to June 2011, Mr. Bergman served as Manager, Vice President, then Chief Technology Officer of Wikia, Inc., a global community knowledge-sharing platform. From November 2005 to March 2007, Mr. Bergman served as Engineering Manager for SixApart, a social networking service. From the second half of 2003 to August 2005, Mr. Bergman served as Engineering Manager of Fotango, Ltd., a subsidiary of Canon Europe.

#### **About Joshua Bixby**

Joshua Bixby has served as our CEO since February 2020 and served as our President from May 2017 to February 2020. He has been on the executive leadership team at Fastly since December 2015 and served in a part-time advisory role since 2013. From February 2013 to August 2013, Mr. Bixby served as Vice President of Acceleration at Radware Ltd., a cybersecurity and application delivery solutions company. Mr. Bixby served as President and co-founder of Strangeloop Networks, a web application acceleration solutions company, from June 2006 until its acquisition by Radware in February 2013. From October 2002 to April 2006, Mr. Bixby was a co-founder, President and Chief Executive Officer of IronPoint Technology, Inc., a content management software solutions company. Mr. Bixby is the founder of Stanley Park Ventures, an early stage foundry based in Vancouver, British Columbia. Mr. Bixby earned his B.A. in Management and Business Economics from the University of Toronto.

#### **About David Hornik**

David M. Hornik has served as a member of our board of directors since February 2013, and as Lead Independent Director since February 2020. Since May 2016 Mr. Hornik has served on the board of directors of Bill.com Holdings, Inc., a financial technology company. Since 2000, Mr. Hornik has been a partner at August Capital, a venture capital firm. From August 2004 to September 2017, Mr. Hornik served as a member of the board of directors of Splunk, Inc, a software and data solutions company. Prior to joining August Capital, Mr. Hornik was an intellectual property and corporate attorney at the law firms of Venture Law Group and Perkins Coie LLP, and a litigator at the law firm of Cravath, Swaine & Moore LLP. Mr. Hornik holds an A.B. from Stanford University, an M.Phil from Cambridge University and a J.D. from Harvard Law School.

#### **About Fastly**

Fastly helps people stay better connected with the things they love. Fastly’s edge cloud platform enables customers to create great digital experiences quickly, securely, and reliably by processing, serving, and securing our customers’ applications as close to their end-users as possible — at the edge of the internet. The platform is designed to take advantage of the modern internet, to be programmable, and to support agile software development. Fastly’s customers use our edge cloud platform to ensure concertgoers can buy tickets to the live events they love, travelers can book flights seamlessly and embark on their next great adventure, and sports fans can stream events in real time, across devices. They include many of the world’s most prominent companies, including Alaska Airlines, The New York Times, and Ticketmaster.

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 Fastly’s market opportunity and its ability to deliver its products and services. 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), including in its quarterly report on Form 10-Q for the quarter ended September 30, 2019. Copies of reports filed with the SEC are posted on Fastly’s website and are available from Fastly without charge.

**Investor Contact:**

Maria Lukens  
ir@fastly.com

**Media Contact:**

Elaine Greenberg  
press@fastly.com

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