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DELTA REPORT

10-Q

FSLY - FASTLY, INC.

10-Q - SEPTEMBER 30, 2024 COMPARED TO 10-Q - JUNE 30, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1420
CHANGES	519
DELETIONS	704
ADDITIONS	197

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June September 30, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: 001-38897

FASTLY, INC.

(Exact name of registrant as specified in its charter)

Delaware	**27-5411834**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number) No.)**

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, former address or and former fiscal year, if changed since last report)

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	The New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 31, 2024 October 31, 2024, 138.6 million 140.3 million shares of the registrants’ Class A common stock were outstanding.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended, (the “Exchange Act”), about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this report, including statements regarding our future results of operations and financial condition, business strategy, and plans and objectives of management for future operations, are forward-looking statements. In some cases, forward-looking statements may be identified by words such as “anticipate,” “believe,” “continue,” “could,” “design,” “estimate,” “expect,” “intend,” “may,” “plan,” “potentially,” “predict,” “project,” “should,” “will,” “would,” “target,” or the negative of these terms or other similar expressions.

Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available. These forward-looking statements are subject to a number of known and unknown risks, uncertainties and assumptions, including risks described in the section titled “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q, regarding, amongst other things:

- defects, interruptions, outages, delays in performance, or similar problems with our platform;
- our ability to attract new enterprise customers and to have existing enterprise customers continue and increase their use of our platform;
- the potential loss or significant reduction in usage by one or more of our major customers;
- component delays, shortages, and price increases;
- our limited operating history and history of operating losses;
- the potential that security measures, or those of third parties upon which we rely, are compromised, or the security, confidentiality, integrity or availability of our information technology, software, services, networks, communications or data is compromised, limited or fails;
- our ability to efficiently develop and sell new products and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, and changing customer needs, requirements, or preferences;
- our ability to forecast our revenue accurately and manage our expenditures;
- our ability to effectively develop and expand our marketing and sales capabilities;
- our ability to compete effectively with existing competitors and new market entrants;
- our ability to maintain and enhance our brand;
- our ability to identify and integrate acquisitions, strategic investments, partnerships, or alliances;

- our ability to attract and retain qualified employees and key personnel;
- our reliance on the performance of highly skilled personnel, including our senior management and other key employees, and the loss or transition of one or more of such personnel, or of a significant number of our team members;
- our involvement in class-action lawsuits and other litigation matters;
- our estimates or judgments relating to our critical accounting estimates may prove to be incorrect or impaired; and
- stock price volatility, and the potential decline in the value of our Class A common stock.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Quarterly Report on Form 10-Q.

Other sections of this Quarterly Report on Form 10-Q may include additional factors that could harm our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for our management to predict all risk factors nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ from those contained in, or implied by, any forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. We cannot assure you that the events and circumstances reflected in the forward-looking statements will be achieved or occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason after the date of this report or to conform these statements to actual results or to changes in our expectations. You should read this Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q and have filed as exhibits to this report with the understanding that our actual future results, levels of activity, performance, and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the filing date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

Investors and others should note that we may announce material business and financial information to our investors using our investor relations website (www.fastly.com/investors), our filings with the Securities and Exchange Commission, our corporate X (formerly known as Twitter) account (@Fastly), our blog (www.fastly.com/blog), our corporate LinkedIn account (www.linkedin.com/company/fastly), webcasts, press releases, and conference calls. We use these mediums, including our website, to communicate with investors and the general public about us, our products, and other issues. It is possible that the information that we make available on these mediums may be deemed to be material information. We therefore encourage investors and others interested in us to review the information that we make available through these channels.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

FASTLY, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands)
(unaudited)

	As of June 30, 2024	**As of December 31, 2023**
	As of September 30, 2024	**As of December 31, 2023**
ASSETS		
Current assets:		
Current assets:		
Current assets:		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		
Marketable securities, current		
Accounts receivable, net of allowance for credit losses of $7,345 and $7,054 as of June 30, 2024 and December 31, 2023, respectively		
Accounts receivable, net of allowance for credit losses of $6,847 and $7,054 as of September 30, 2024 and December 31, 2023, respectively		
Prepaid expenses and other current assets		

Total current assets		
Property and equipment, net		
Operating lease right-of-use assets, net		
Goodwill		
Intangible assets, net		
Marketable securities, non-current		
Other assets		
Total assets		
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current liabilities:		
Current liabilities:		
Accounts payable		
Accounts payable		
Accounts payable		
Accrued expenses		
Finance lease liabilities, current		
Operating lease liabilities, current		
Other current liabilities		
Total current liabilities		
Long-term debt		
Finance lease liabilities, non-current		
Operating lease liabilities, non-current		
Other long-term liabilities		
Total liabilities		
Commitments and contingencies (Note 9)	Commitments and contingencies (Note 9)	Commitments and contingencies (Note 9)
Stockholders' equity:		
Common stock		
Common stock		
Common stock		
Additional paid-in capital		
Accumulated other comprehensive loss		
Accumulated deficit		
Total stockholders' equity		
Total liabilities and stockholders' equity		

The accompanying notes are an integral part of the condensed consolidated financial statements.

FASTLY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three months ended June 30,			**Six months ended June 30,**					
	Three months ended September 30,			**Nine months ended September 30,**					
	2024	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**
Revenue									
Cost of revenue									
Gross profit									
Operating expenses:									

Research and development
Research and development
Research and development
Sales and marketing
General and administrative
Impairment expense
Restructuring charges
Total operating expenses
Loss from operations
Net gain on extinguishment of debt
Interest income
Interest expense
Other income (expense), net
Other expense, net
Loss before income tax expense
Income tax expense
Income tax expense (benefit)
Net loss
Net loss per share attributable to common stockholders, basic and diluted
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted

The accompanying notes are an integral part of the condensed consolidated financial statements.

FASTLY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)
(unaudited)

	Three months ended June 30,		Six months ended June 30,					
	Three months ended September 30,		Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Net loss									
Other comprehensive income:									
Foreign currency translation adjustment									
Foreign currency translation adjustment									
Foreign currency translation adjustment									
Unrealized gain on investments in available-for-sale-securities									
Total other comprehensive income									
Comprehensive loss									

The accompanying notes are an integral part of the condensed consolidated financial statements.

FASTLY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands; unaudited)

	Three months ended June 30, 2024					Three months ended September 30, 2024					
	Common Stock Shares	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance at March 31, 2024											

Balance at March 31, 2024
Balance at March 31, 2024
Balance at June 30, 2024
Balance at June 30, 2024
Balance at June 30, 2024
Exercise of vested stock options
Vesting of restricted stock units
Shares issued under ESPP
Stock-based compensation
Net loss
Other comprehensive income
Balance at June 30, 2024
Balance at September 30, 2024

Three months ended June 30, 2023
Three months ended June 30, 2023
Three months ended June 30, 2023
Three months ended September 30, 2023
Three months ended September 30, 2023
Three months ended September 30, 2023

	Common Stock Shares	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance at March 31, 2023											
Balance at March 31, 2023											
Balance at March 31, 2023											
Balance at June 30, 2023											
Balance at June 30, 2023											
Balance at June 30, 2023											
Exercise of vested stock options											

Vesting of restricted stock units
Shares issued under ESPP
Stock-based compensation
Net loss
Other comprehensive income
Balance at June 30, 2023
Balance at September 30, 2023

	Six months ended June 30, 2024										
	Common Stock										
	Shares	Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Stockholders' Equity	
Balance at December 31, 2023	132,992	$	3	$	1,815,245	$	(1,008)	$	(834,752)	$	979,488
Exercise of vested stock options	119		—		291		—		—		291
Vesting of restricted stock units	2,852		—		—		—		—		—
Issuance of restricted stock units related to bonus program	1,889		—		26,849		—		—		26,849
Shares issued under ESPP	544		—		4,053		—		—		4,053
Stock-based compensation	—		—		56,936		—		—		56,936
Net loss	—		—		—		—		(87,156)		(87,156)
Other comprehensive income	—		—		—		726		—		726
Balance at June 30, 2024	138,396	$	3	$	1,903,374	$	(282)	$	(921,908)	$	981,187

	Six months ended June 30, 2023										
	Common Stock										
	Shares	Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Stockholders' Equity	
Balance at December 31, 2022	124,336	$	2	$	1,666,106	$	(9,286)	$	(701,664)	$	955,158
Exercise of vested stock options	121		—		871		—		—		871
Vesting of restricted stock units	2,680		—		—		—		—		—
Issuance of restricted stock units related to bonus program	1,193		—		16,599		—		—		16,599
Shares issued under ESPP	697		—		4,977		—		—		4,977
Stock-based compensation	—		—		59,406		—		—		59,406
Net loss	—		—		—		—		(55,391)		(55,391)
Other comprehensive income	—		—		—		6,134		—		6,134
Balance at June 30, 2023	129,027	$	2	$	1,747,959	$	(3,152)	$	(757,055)	$	987,754

	Nine months ended September 30, 2024										
	Common Stock										
	Shares	Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Stockholders' Equity	
Balance at December 31, 2023	132,992	$	3	$	1,815,245	$	(1,008)	$	(834,752)	$	979,488
Exercise of vested stock options	125		—		310		—		—		310
Vesting of restricted stock units	4,530		—		—		—		—		—
Issuance of restricted stock units related to bonus program	1,889		—		26,849		—		—		26,849
Shares issued under ESPP	544		—		4,053		—		—		4,053
Stock-based compensation	—		—		82,940		—		—		82,940
Net loss	—		—		—		—		(125,172)		(125,172)

	Shares	Amount	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Other comprehensive income	—	—	—	986	—	986
Balance at September 30, 2024	140,080	$ 3	$ 1,929,397	$ (22)	$ (959,924)	$ 969,454

	Nine months ended September 30, 2023					
	Common Stock			Accumulated Other		
	Shares	Amount	Additional Paid-in Capital	Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
Balance at December 31, 2022	124,336	$ 2	$ 1,666,106	$ (9,286)	$ (701,664)	$ 955,158
Exercise of vested stock options	265	—	2,008	—	—	2,008
Vesting of restricted stock units	4,191	—	—	—	—	—
Issuance of restricted stock units related to bonus program	1,193	—	16,599	—	—	16,599
Shares issued under ESPP	697	—	4,977	—	—	4,977
Stock-based compensation	—	—	92,180	—	—	92,180
Net loss	—	—	—	—	(109,702)	(109,702)
Other comprehensive income	—	—	—	7,352	—	7,352
Balance at September 30, 2023	130,682	$ 2	$ 1,781,870	$ (1,934)	$ (811,366)	$ 968,572

The accompanying notes are an integral part of the condensed consolidated financial statements.

FASTLY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands; unaudited)

		Six months ended June 30,		Nine months ended September 30,	
	2024	2024	2023	2024	2023
Cash flows from operating activities:					
Net loss					
Net loss					
Net loss					
Adjustments to reconcile net loss to net cash provided by operating activities:					
Depreciation expense					
Depreciation expense					
Depreciation expense					
Amortization of intangible assets					
Non-cash lease expense					
Amortization of debt discount and issuance costs					
Amortization of deferred contract costs					
Stock-based compensation					
Deferred income taxes					
Provision for credit losses					
Loss on disposals of property and equipment					
Amortization of premiums (discounts) on investments					
Impairment of operating lease right-of-use assets					
Impairment expense					
Net gain on extinguishment of debt					
Other adjustments					
Changes in operating assets and liabilities:					
Accounts receivable					
Accounts receivable					
Accounts receivable					
Prepaid expenses and other current assets					
Other assets					
Accounts payable					

Accrued expenses
Operating lease liabilities
Other liabilities
Net cash provided by operating activities
Cash flows from investing activities:
Purchases of marketable securities
Purchases of marketable securities
Purchases of marketable securities
Sales of marketable securities
Maturities of marketable securities
Advance payment for purchase of property and equipment
Purchases of property and equipment
Proceeds from sale of property and equipment
Capitalized internal-use software
Net cash provided by investing activities
Cash flows from financing activities:
Cash paid for debt extinguishment
Cash paid for debt extinguishment
Cash paid for debt extinguishment
Repayments of finance lease liabilities
Payment of deferred consideration for business acquisitions
Proceeds from exercise of vested stock options
Proceeds from employee stock purchase plan
Net cash used in financing activities
Effects of exchange rate changes on cash, cash equivalents, and restricted cash
Net increase in cash, cash equivalents, and restricted cash
Cash, cash equivalents, and restricted cash at beginning of period
Cash, cash equivalents, and restricted cash at end of period

The accompanying notes are an integral part of the condensed consolidated financial statements.

FASTLY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS—Continued
(in thousands)
(unaudited)

		Six months ended June 30,		Nine months ended September 30,	
	2024	**2024**	**2023**	**2024**	**2023**
Supplemental disclosure of cash flow information:					
Cash paid for interest					
Cash paid for interest					
Cash paid for interest					
Cash paid for income taxes, net of refunds received					
Cash paid for finance lease interest					
Noncash investing and financing activities:					
Net increase (decrease) in property and equipment included in accounts payable and accrued expenses					
Net increase (decrease) in property and equipment included in accounts payable and accrued expenses					
Net increase (decrease) in property and equipment included in accounts payable and accrued expenses					
Net increase in property and equipment included in accounts payable and accrued expenses					
Net increase in property and equipment included in accounts payable and accrued expenses					
Net increase in property and equipment included in accounts payable and accrued expenses					
Capitalized stock-based compensation					
Assets obtained in exchange for operating lease obligations					

Net non-cash change in operating lease assets and liabilities associated with modifications and terminations
Deployments of prepaid capital equipment
Reconciliation of cash, cash equivalents, and restricted cash as shown in the statements of cash flows:
Reconciliation of cash, cash equivalents, and restricted cash as shown in the statements of cash flows:
Reconciliation of cash, cash equivalents, and restricted cash as shown in the statements of cash flows:
Cash and cash equivalents
Cash and cash equivalents
Cash and cash equivalents
Restricted cash, current
Total cash, cash equivalents, and restricted cash

The accompanying notes are an integral part of the condensed consolidated financial statements.

1. Nature of Business

Fastly, Inc. has built an edge cloud platform that can process, serve, and secure its customers' applications as close to their end users as possible. The Company was incorporated in Delaware in 2011 and is headquartered in San Francisco, California.

As used herein, “Fastly,” “the Company,” “its” and similar terms include Fastly, Inc. and its subsidiaries, unless the context indicates otherwise.

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying condensed consolidated financial statements and footnotes have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”), consistent in all material respects with those applied in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed with the Securities and Exchange Commission (“SEC”) on February 21, 2024. The Company’s condensed consolidated financial statements include its accounts and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

The Company’s condensed consolidated financial statements are unaudited but include all adjustments of a normal recurring nature necessary for a fair presentation of its quarterly results. The Company’s condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, and related disclosures. Actual results and outcomes could differ significantly from the Company’s estimates, judgments, and assumptions. Significant estimates, judgments, and assumptions used in these financial statements include, but are not limited to, those related to revenue, accounts receivable and related reserves, internal-use software development costs, the incremental borrowing rate related to the Company’s lease liabilities, fair value of assets acquired and liabilities assumed during business combinations, useful lives of acquired intangible assets and property and equipment, fair value of the Company’s long-lived assets as well as goodwill, income tax reserves, and accounting for stock-based compensation. Estimates are periodically reviewed in light of changes in circumstances, facts, and experience. The effects of material revisions in estimates are reflected in the consolidated financial statements in the period of change and prospectively from the date of the change in estimate.

Significant Accounting Policies

There have been no material changes to the Company’s significant accounting policies as compared to those described in “Note 2 – Summary of Significant Accounting Policies” of the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Recently Adopted and Issued Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-07 “Segment Reporting - Improvements to Reportable Segment Disclosures,” which updates reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses and information used to assess segment performance. The guidance is effective for the Company's annual periods beginning in 2024 and interim periods beginning in the first quarter of fiscal year 2025. The Company is currently evaluating the impact of the new guidance.

In December 2023, the FASB issued ASU 2023-09 “Income Taxes (Topic 740): Improvements to Income Tax Disclosures,” which expands disclosures in an entity’s income tax rate reconciliation table and regarding cash taxes paid both in the U.S. and foreign jurisdictions. The guidance is effective for the Company's annual periods beginning in 2025. The Company

is currently evaluating the impact of the new guidance and intends to adopt the guidance prospectively when it becomes effective in 2025.

In November 2024, the FASB issued ASU 2024-03 “Disaggregation of Income Statement Expenses,” which aims to improve the disclosures about a public business entity’s expenses and address requests from investors for more detailed information about the types of expenses in commonly presented expense captions. The guidance is effective for the Company's annual periods beginning in 2027 and interim periods beginning in the first quarter of fiscal year 2028. The Company is currently evaluating the impact of the new guidance.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, cash equivalents, marketable securities and accounts receivable.

The Company's cash, cash equivalents, and marketable securities primarily consisted of bank deposits, money market funds, investment-grade commercial paper, corporate notes and bonds, U.S. treasury securities, municipal securities, foreign government and supranational securities and asset-backed securities held at major financial institutions that the Company believes to be of high credit standing. The primary focus of its investment strategy is to preserve capital and meet liquidity requirements. The Company's investment policy limits the amount of credit exposure with any one financial institution or commercial issuer. The Company maintains deposits in federally insured financial institutions in excess of federally insured limits. The Company is exposed to credit risk in the event of default by the financial institutions holding its cash and cash equivalents to the extent recorded in the balance sheets. While the Company has not experienced any losses in such accounts and the Company has historically maintained its cash in multiple financial institutions, the failure of Silicon Valley Bank ("SVB") in March 2023, at which the Company held cash and cash equivalents in multiple accounts, exposed the Company to limited credit risk prior to the completion by the Federal Deposit Insurance Corporation ("FDIC") of the resolution of SVB in a manner that fully protected all depositors.

Concentrations of credit risk with respect to accounts receivable are primarily limited to certain customers to which the Company makes substantial sales. The Company's customer base consists of a large number of geographically dispersed customers diversified across several industries. No single customer accounted for more than 10% of revenue for both the three and six months ended June 30, 2024 September 30, 2024, whereas one customer accounted for more than 10% of revenue for the three months ended September 30, 2023. No single customer accounted for more than 10% of revenue for each of the nine months ended September 30, 2024 and 2023. Affiliated customers that are business units of a single company in the streaming entertainment space generated an aggregate of 11% less than 10% and 12% 14% of the Company's revenue for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively, and 10% and 11% for both the six nine months ended June 30, 2024 September 30, 2024 and 2023. 2023, respectively. The same affiliated customers accounted for an aggregate of 23% of the Company's accounts receivable balance as of December 31, 2023. As of June 30, 2024 September 30, 2024, no customer accounted for more than 10% of accounts receivable. As of December 31, 2023, one customer accounted for more than 10% of accounts receivable. Affiliated customers that are business units of a different single company accounted for 13% 11% of the total accounts receivable balance as of June 30, 2024 September 30, 2024.

3. Revenue

Revenue by geography is based on the billing address of the customer. Aside from the United States, no other single country accounted for more than 10% of revenue for both the three and six nine months ended June 30, 2024 September 30, 2024 and 2023. The following table presents the Company's net revenue by geographic region:

	Three months ended June 30,			Six months ended June 30,					
	Three months ended September 30,			Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
	(in thousands)								
United States									
Asia Pacific									
Europe									
All other									
Total revenue									

The majority of the Company's revenue is derived from enterprise customers, which are defined as customers with annualized current quarter revenue in excess of $100,000. This is calculated by taking the sum of revenue for each customer within the quarter and multiplying it by four. The following table presents the Company's net revenue for enterprise and non-enterprise customers:

	Three months ended June 30,			Six months ended June 30,					
	Three months ended September 30,			Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
	(in thousands)								
Enterprise customers									
Non-enterprise customers									
Total revenue									

The Company reports its revenue by three product lines: Network Services, Security and Other. Network Services include solutions designed to improve performance of websites, apps, application programming interfaces ("APIs") and digital media. Security includes products designed to protect websites, apps, APIs and users. Other includes Compute solutions that allow developers to build and deploy modern web applications on Fastly's edge cloud platform, and Observability solutions that provide real-time logs, data and metrics streamed from Fastly's edge platform for actionable insights. The following table presents the Company's revenue by product line:

	Three months ended June 30,	Six months ended June 30,
	Three months ended September 30,	Nine months ended September 30,

	2024	2024	2023	2024	2023	2024	2023	2024	2023
		(in thousands)							
Network Services									
Security									
Other									
Total revenue									

Contract balances

The timing of revenue recognition may differ from the timing of invoicing to customers. The Company has an unconditional right to consideration when it invoices its customers and records a receivable. The Company records a contract asset, or unbilled receivable, when revenue is recognized prior to invoicing. The Company records a contract liability, or deferred revenue, when a contract is billed in advance of revenue being recognized.

Deferred revenue pertains to amounts billed to customers for which revenue has not been recognized, which primarily consists of the unearned portions of billings for the Company's security subscription services and the unearned portion of edge cloud platform usage. Amounts that have been invoiced for annual subscriptions, but not collected, are recorded in accounts receivable and in unearned revenue or in revenue depending on whether services have been delivered to the customer. The Company's payment terms and conditions vary by contract type, and generally range from 30 to 90 days.

The following table presents the Company's contract assets and contract liabilities as of June 30, 2024 September 30, 2024 and as of December 31, 2023:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
Contract assets		
Contract liabilities		

The following table presents revenue recognized during the three and six nine months ended June 30, 2024 September 30, 2024 and 2023 from amounts included in the contract liability at the beginning of the period:

	Three months ended June 30,		Six months ended June 30,							
	Three months ended September 30,		Nine months ended September 30,							
	2024	2024	2023	2024	2023	2024	2023	2024	2023
		(in thousands)							
Revenue recognized in the period from amounts included in contract liability at the beginning of the period									

Remaining performance obligations

As of June 30, 2024 September 30, 2024, the aggregate amount of the transaction price in our contracts allocated to remaining performance obligations that are unsatisfied or partially unsatisfied was $223.1 million $235.4 million. This amount includes future committed revenue for periods within current contracts with customers, as well as deferred revenue arising from consideration invoiced for which the related performance obligations have not been satisfied. The Company has elected to not provide certain information about its remaining performance obligations for service contracts with an original contract duration of one year or less. As of June 30, 2024 September 30, 2024, the Company expects to recognize approximately 78% 77% of its remaining performance obligations over the next 12 months. The Company's typical contractual term with its customers is one year, although terms may vary by contract.

Costs to obtain a contract

As of June 30, 2024 September 30, 2024 and December 31, 2023, the Company's costs to obtain contracts were as follows:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
Deferred contract costs, net		

During the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $4.5 million $4.8 million and $3.7 million $4.1 million of amortization related to deferred contract costs, respectively. During the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $9.1 million $13.9 million and $7.2 million $11.3 million of amortization related to deferred contract costs, respectively. These costs are recorded within sales and marketing expenses on the accompanying condensed consolidated statements of operations.

4. Investments and Fair Value Measurements

The Company's total cash, cash equivalents and marketable securities consisted of the following:

	As of June 30, 2024 As of June 30, 2024 As of June 30, 2024 As of September 30, 2024 As of September 30, 2024 As of September 30, 2024
	(in thousands) (in thousands) (in thousands)
Cash and cash equivalents:	
Cash and cash equivalents:	
Cash and cash equivalents:	
Cash	
Cash	
Cash	
U.S. Treasury securities	
U.S. Treasury securities	
U.S. Treasury securities	
Money market funds	
Money market funds	
Money market funds	
Commercial paper	
Commercial paper	
Commercial paper	
Total cash and cash equivalents(1)	
Total cash and cash equivalents(1)	
Total cash and cash equivalents(1)	
Marketable securities:	
Marketable securities:	
Marketable securities:	
U.S. Treasury securities	
U.S. Treasury securities	
U.S. Treasury securities	
Corporate notes and bonds	
Corporate notes and bonds	
Corporate notes and bonds	
Commercial paper	
Commercial paper	
Commercial paper	
Agency bonds	
Agency bonds	
Agency bonds	
Total marketable securities, current(2)	
Total marketable securities, current(2)	
Total marketable securities, current(2)	
Corporate notes and bonds	
Corporate notes and bonds	
Corporate notes and bonds	
Asset-backed securities	
Asset-backed securities	
Asset-backed securities	

Total marketable securities, non-current(3)
Total marketable securities, non-current(3)
Total marketable securities, non-current(3)
Total marketable securities
Total marketable securities
Total marketable securities
Total cash and cash equivalents and marketable securities
Total cash and cash equivalents and marketable securities
Total cash and cash equivalents and marketable securities

(1) The Company's cash equivalents include investments with an original maturity date of three months or less.
(2) The Company classifies its marketable securities as current, where it intends to hold the securities for less than 12 months.
(3) The Company classifies its marketable securities are non-current, where it intends to hold the securities for longer than 12 months.

The following table summarizes adjusted cost, gross unrealized gains and losses, and fair value related to cash equivalents and available-for-sale securities on the accompanying condensed consolidated balance sheets as of June 30, 2024 September 30, 2024 and December 31, 2023:

		As of June 30, 2024				As of September 30, 2024			
	Amortized Cost	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
			(in thousands)						
Cash equivalents:									
Money market funds									
Money market funds									
Money market funds									
U.S. Treasury securities									
Commercial paper									
Marketable securities:									
U.S. Treasury securities									
U.S. Treasury securities									
U.S. Treasury securities									
Corporate notes and bonds									
Commercial paper									
Total									

		As of December 31, 2023 As of December 31, 2023 As of December 31, 2023							
	Amortized Cost	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
			(in thousands)						
Cash equivalents:									
U.S. Treasury securities									
U.S. Treasury securities									
U.S. Treasury securities									
Commercial paper									
Marketable securities:									
U.S. Treasury securities									
U.S. Treasury securities									
U.S. Treasury securities									
Corporate notes and bonds									
Commercial paper									
Asset-backed securities									

Agency bonds	
Total	

There were no material realized gains or losses from sales of marketable securities that were reclassified out of accumulated other comprehensive loss into other income during the three and six nine months ended June 30, 2024 September 30, 2024 and 2023. Investments are reviewed periodically to identify possible other-than-temporary impairments. For the three and six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company did not record any impairment charges for its marketable debt securities in its condensed consolidated statements of operations. No impairment loss has been recorded on the securities as the Company does not intend to sell any impaired securities, nor is it more likely than not that the Company would be required to sell impaired securities before recovery of amortized cost basis. Furthermore, the Company has determined that the decline in fair value of the investment is not due to credit related factors.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash held in banks, accounts receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities, and are therefore excluded from the fair value tables below.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There is a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1—Observable inputs such as quoted prices in active markets for identical assets or liabilities;

Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

Level 3—Unobservable inputs that are supported by little or no market activity, which require management judgment or estimation.

The Company measures its cash equivalents, marketable securities, and restricted cash at fair value. The Company classifies its cash equivalents, marketable securities and restricted cash within Level 1 or Level 2 because the Company values these investments using quoted market prices or alternative pricing sources and models utilizing market observable inputs.

The Company classifies its investments, which are comprised of corporate notes and bonds, U.S. treasury securities, foreign government and supranational securities and asset-backed securities within Level 2 of the fair value hierarchy because the fair value of these securities is priced by using inputs based on non-binding market consensus prices that are primarily corroborated by observable market data or quoted market prices for similar instruments.

Financial assets and liabilities measured and recorded at fair value on a recurring basis consisted of the following types of instruments:

		As of June 30, 2024				As of September 30, 2024			
	Level 1	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
			(in thousands)						
Cash equivalents:									
Money market funds									
Money market funds									
Money market funds									
U.S. Treasury securities									
Commercial paper									
Total cash equivalents									
Marketable securities:									
U.S. Treasury securities									
U.S. Treasury securities									
U.S. Treasury securities									
Corporate notes and bonds									
Commercial paper									
Total marketable securities									
Total financial assets									

	As of December 31, 2023			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Cash equivalents:				
Money market funds	$ 21,166	$ —	$ —	$ 21,166

U.S. Treasury securities	—	52,830	—	52,830
Commercial paper	—	12,656	—	12,656
Total cash equivalents	21,166	65,486	—	86,652
Marketable securities:				
U.S. Treasury securities	—	73,448	—	73,448
Corporate notes and bonds	—	111,565	—	111,565
Commercial paper	—	25,934	—	25,934
Asset-backed securities	—	89	—	89
Agency bonds	—	9,851	—	9,851
Total marketable securities	—	220,887	—	220,887
Restricted cash:				
Restricted cash, current	150	—	—	150
Total restricted cash	150	—	—	150
Total financial assets	$ 21,316	$ 286,373	$ —	$ 307,689

We The Company had no restricted cash as of June 30, 2024 September 30, 2024. The restricted cash balance as of December 31, 2023 was $0.2 million and consisted of letters of credit related to lease arrangements that were collateralized by the Company's cash. The amount was classified as current on the Company's balance sheets.

There were no transfers of assets and liabilities measured at fair value between Level 1 and Level 2, or between Level 2 and Level 3, during the three and six nine months ended June 30, 2024 September 30, 2024 and 2023.

5. Balance Sheet Information

Property and Equipment, Net

Property and equipment, net consisted of the following:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
Computer and networking equipment		
Leasehold improvements		
Furniture and fixtures		
Office equipment		
Internal-use software		
Property and equipment, gross		
Accumulated depreciation and amortization		
Property and equipment, net		

During both the three and six months ended June 30, 2024 September 30, 2024, the Company recognized a non-recurring impairment charge of $1.8 $0.6 million related to equipment deemed no longer usable in its planned future network. During the nine months ended September 30, 2024, the Company recognized an impairment charge of $2.4 million related to equipment and an internal-use software project that the Company does not plan to continue with and therefore abandoned. This

During the three months ended September 30, 2023, the Company recognized an impairment charge is of $4.3 million, of which $3.0 million related to property and equipment, net and $1.3 million related to advance payments for the purchase of property and equipment. The write-off was primarily related to excess computer and networking equipment including software the Company does not expect to use and therefore abandoned. There were no impairments during the nine months ended September 30, 2023.

Impairment charges are included within the impairment expense line in the Company's condensed consolidated statements of operations. There were no impairments during the three and six months ended June 30, 2023.

Depreciation on property and equipment for the three months ended June 30, 2024 September 30, 2024 and 2023 was approximately $13.3 million $13.7 million and $12.9 million $13.1 million, respectively. Included in these amounts was amortization expense for capitalized internal-use software costs of approximately $4.0 million $4.5 million and $3.2 million $3.8 million for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively.

Depreciation on property and equipment for the six nine months ended June 30, 2024 September 30, 2024 and 2023 was approximately $26.6 million $40.3 million and $25.0 million $38.0 million, respectively. Included in these amounts was amortization expense for capitalized internal-use software costs of approximately $7.9 million $12.3 million and $6.1 million $9.9 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively.

As of June 30, 2024 September 30, 2024 and December 31, 2023, the unamortized balance of capitalized internal-use software costs on the Company's condensed consolidated balance sheets was approximately $71.6 $76.3 million and $62.6 million, respectively.

The Company leases certain networking equipment from various third parties through equipment finance leases. The Company's networking equipment assets as of June 30, 2024 September 30, 2024 and December 31, 2023, included a total of $74.6 $73.2 million and $74.7 million acquired under finance lease agreements, respectively. These leases are capitalized in property and equipment, and the related amortization of assets under finance leases is included in depreciation and amortization expense. The accumulated depreciation of the associated networking equipment assets under finance leases totaled $47.0 $49.1 million and $40.1 million as of June 30, 2024 September 30, 2024 and December 31, 2023, respectively.

Other Assets

Other assets consisted of the following:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
Deferred contract costs, net		
Advance payment for purchase of property and equipment		
Other assets		
Total other assets		

Accrued Expenses

Accrued expenses consisted of the following:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
Accrued compensation and related benefits		
Accrued bonus		
Accrued colocation and bandwidth costs		
Other tax liabilities		
Other accrued expenses		
Total accrued expenses		

Other Current Liabilities

Other current liabilities consisted of the following:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
Deferred revenue		
Accrued computer and networking equipment		
Holdback payable		
Other current liabilities		
Total other current liabilities		

Accumulated Other Comprehensive Loss

For the three and six nine months ended June 30, 2024 September 30, 2024 and 2023, components of accumulated other comprehensive loss, net of taxes, were as follows (in thousands):

	Foreign Currency Translation	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)
Balance, March 31, 2024							
Balance, June 30, 2024							
Other comprehensive income							

Balance, June 30, 2024							
Balance, September 30, 2024							

	Foreign Currency Translation	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)
Balance, March 31, 2023							
Other comprehensive income							
Balance, June 30, 2023							
Other comprehensive income (loss)							
Balance, September 30, 2023							

	Foreign Currency Translation	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)
Balance, December 31, 2023							
Other comprehensive income							
Balance, June 30, 2024							
Balance, September 30, 2024							

	Foreign Currency Translation	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)	Foreign Currency Translation	Available-for-sale investments	Accumulated Other Comprehensive Income (Loss)
Balance, December 31, 2022							
Other comprehensive income							
Balance, June 30, 2023							
Balance, September 30, 2023							

There was no material tax impact on the amounts presented.

6. Leases

The Company has operating leases for corporate offices and data centers (“colocation” leases), and finance leases for networking equipment. The Company’s operating leases have remaining lease terms ranging from less than 1 year to 6 years, some of which include options to extend the leases. The Company’s finance leases have remaining lease terms up to 1 year. The Company also subleases a portion of its corporate office spaces. The Company’s subleases have remaining lease terms ranging from less than 1 year to 6 years. The Company’s sublease income was $0.3 million $0.4 million for both each of the three months ended June 30, 2024 September 30, 2024 and 2023. The Company’s sublease income was $0.7 million $1.1 million and $0.6 million $1.0 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively.

The components of lease cost were as follows:

	Three months ended June 30,		Six months ended June 30,					
	Three months ended September 30,		Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
	(in thousands)							
Operating lease costs:								
Operating lease cost								
Operating lease cost								
Operating lease cost								

Variable lease cost	
Total operating lease costs	
Finance lease costs:	
Finance lease costs:	
Finance lease costs:	
Amortization of assets under finance lease	
Amortization of assets under finance lease	
Amortization of assets under finance lease	
Interest	
Total finance lease costs	

The short-term lease costs were not material for either of the three and six nine months ended June 30, 2024 September 30, 2024 and 2023.

During both the three and six months ended June 30, 2024 September 30, 2024 the Company recognized an impairment charge of $0.4 million related to right-of-use assets upon the termination of a sublease. During the nine months ended September 30, 2024, the Company recognized a non-recurring an impairment charge of $1.3 million $1.7 million related to right-of-use assets, mainly due of which $1.3 million was related to the Company exiting a certain office facility. This impairment charge facility and is included within the impairment expense line in the Company's condensed consolidated statements of operations. The Company did not recognize any material impairment on its operating lease right-of-use assets for either of the three and six nine months ended June 30, 2023 September 30, 2023.

	As of June 30, 2024	As of December 31, 2023	As of September 30, 2024	As of December 31, 2023
Weighted Average Remaining Lease Term (in years):				
Operating leases				
Operating leases				
Operating leases	3.15	3.48	3.01	3.48
Finance leases	0.65	1.00	0.49	1.00
Weighted Average Discount Rate:				
Weighted Average Discount Rate:				
Weighted Average Discount Rate:				
Operating leases				
Operating leases				
Operating leases	6.29 %	6.03 %	6.32 %	6.03 %
Finance leases	4.66 %	4.67 %	4.66 %	4.67 %

Future minimum lease payments under non-cancellable leases as of June 30, 2024 September 30, 2024 were as follows:

	Operating Leases	Operating Leases	Finance Leases	Operating Leases	Finance Leases
	(in thousands)				
Remaining 2024					
2025					
2026					
2027					
2028					
Thereafter					
Total future minimum lease payments					
Less: imputed interest					
Total liability					

As of June 30, 2024 September 30, 2024, the Company has undiscounted commitments of $1.8 million $2.2 million for operating leases that have not yet commenced, and therefore are not included in the right-of-use asset or operating lease liability. These operating leases will commence in the third fourth quarter of 2024 with lease terms of 3 years.

7. Goodwill and Intangible Assets

Goodwill

As of each of June 30, 2024 September 30, 2024 and December 31, 2023, the Company's goodwill was $670.4 million. The Company did not record an impairment charge on goodwill during each of the three and six nine months ended June 30, 2024 September 30, 2024 and 2023.

As of June 30, 2024 September 30, 2024 and December 31, 2023, the Company's intangible assets consisted of the following:

		As of June 30, 2024			As of December 31, 2023								
		As of September 30, 2024			As of December 31, 2023								
	Gross carrying value	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value
				(in thousands)									
Intangible assets:													
Customer relationships													
Customer relationships													
Customer relationships													
Developed technology													
Trade names													
Internet protocol addresses													
Total intangible assets													

The Company's customer relationships, developed technology, trade names and internet protocol addresses represent intangible assets subject to amortization. Amortization expense was $4.9 million and $5.2 million for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively. Amortization expense was $9.8 $14.7 million and $10.4 $15.5 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively.

The Company did not purchase any intangible assets during both the three and six nine months ended June 30, 2024 September 30, 2024 and 2023. The Company did not record an impairment charge on its intangible assets during both the three and six nine months ended June 30, 2024 September 30, 2024 and 2023.

The expected amortization expense of intangible assets subject to amortization as of June 30, 2024 September 30, 2024 is as follows:

	As of June 30, 2024	As of September 30, 2024	(in thousands)
Remainder of 2024			
2025			
2026			
2027			
2028			
Thereafter			
Total			

8. Debt Instruments

Senior Secured Credit Facilities Agreement

On February 16, 2021, the Company entered into a Senior Secured Credit Facilities Agreement ("Credit Agreement") with the lenders from time to time party thereto (the "Lenders") and Silicon Valley Bank, as a lender and as administrative agent and collateral agent for the Lenders, for an aggregate commitment amount of $100.0 million with a maturity date of February 16, 2024. The Company recorded $0.6 million of debt issuance costs associated with the Credit Agreement in other assets on the Company's condensed consolidated balance sheet.

The Credit Agreement originally bore interest at a rate per annum equal to the sum of LIBOR for the applicable interest period plus 1.75% to 2.00%, depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement. On June 28, 2023, the Company entered into the First Amendment to Credit Agreement with the Lenders

and First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as a lender and as administrative agent and collateral agent for the Lenders, which, among other things, amended the interest rate provisions of the Credit Agreement to replace LIBOR with the Secured Overnight Finance Rate ("SOFR") as the interest rate benchmark. On February 16, 2024, the Company entered into the Second Amendment to Credit Agreement with the Lenders and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, as a lender and as administrative agent and collateral agent for the Lenders, which, among other things, extended the maturity date of the loans under the Credit Agreement to June 14, 2024. On April 30, 2024, the Company entered into the Third Amendment to Credit Agreement with the Lenders and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, as a lender and as administrative agent and collateral agent for the Lenders, which, among other things, extended the maturity date of the loans under the Credit Agreement to April 30, 2027 and decreased the commitment amount from $100.0 million to $60.0 million, including a $10.0 million sublimit for the issuance of letters of credit, and a swingline subfacility of up to $20.0 million. As amended, the revolving loans bear interest, at the Company's election, at an annual rate based on SOFR or a base rate. Loans based on SOFR bear interest at a rate per annum equal to SOFR, plus an adjustment of 0.10%, plus 1.75% to 2.00%, depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement. Loans based on the base rate bear interest at a rate per annum equal to the base rate plus 0.75% to 1.00%, depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement.

Interest payments on outstanding borrowings are due on the last day of each interest period. The Credit Agreement has a commitment fee on the unused portion of the borrowing commitment, which is payable on the last day of each calendar quarter at a rate per annum of 0.20% to 0.25% depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement. In addition, the Company's Credit Agreement contains a financial covenant that requires the Company to maintain a consolidated adjusted quick ratio of at least 1:25 to 1:00 tested on a quarterly basis as well as a springing revenue growth covenant for certain periods if the Company's consolidated adjusted quick ratio falls below 1.75 to 1:00 on the last day of any fiscal quarter. The Credit Agreement requires the Company to comply with various affirmative and negative covenants, and contains customary events of default.

As of June 30, 2024 September 30, 2024, the Company was in compliance with all of the Credit Agreement's covenants. During the three and six nine months ended June 30, 2024 September 30, 2024 and 2023, no amounts were drawn down on the Credit Agreement. As of June 30, 2024 September 30, 2024 and December 31, 2023, no amounts were outstanding under the Credit Agreement.

Convertible Senior Notes

On March 5, 2021, the Company issued approximately $948.8 million aggregate principal amount of 0% convertible senior notes due 2026 (the "Notes"), including the exercise in full by the initial purchasers of their option to purchase up to an additional approximately $123.8 million principal amount of the Notes. The Notes were issued in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The Notes will mature on March 15, 2026, unless earlier converted, redeemed or repurchased. The net proceeds from the issuance of the Notes were approximately $930.0 million after deducting the initial purchasers' discounts and transaction costs.

The Company may not redeem the Notes prior to March 20, 2024. On or after March 20, 2024, the Company may redeem for cash, all or any portion of the Notes, at the Company's option, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid special interest, if any, to, but excluding, the redemption date, if the last reported sale price of the Company's Class A common stock ("common stock") has been at least 130% of the conversion price for the Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption. No sinking fund is provided for the Notes.

Holders of the Notes may convert their notes at their option at any time prior to the close of business on the business day immediately preceding December 15, 2025, only under the following circumstances: (i) during any calendar quarter commencing after the calendar quarter ending on June 30, 2021 (and only during such calendar quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price for the Notes on each applicable trading day; (ii) during the five business day period after any ten consecutive trading day period (the "Measurement Period") in which the trading price, as defined in the indenture agreement governing the Note filed with the Company's Current Report on Form 8-K filed with the SEC on March 5, 2021, per $1,000 principal amount of notes for each trading day of the Measurement Period was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate on each such trading day; (iii) if the Company calls such Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the applicable redemption date, but only with respect to the Notes called (or deemed called) for redemption; or (iv) upon the occurrence of specified corporate events. On or after December 15, 2025 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or any portion of their notes at any time, regardless of the foregoing circumstances.

Upon conversion, the Company may satisfy its conversion obligation by paying or delivering, as the case may be, cash, shares of its common stock or a combination of cash and shares of its common stock, at the Company's election. The initial conversion rate is 9.7272 shares of common stock per $1,000 principal amount of Notes, equivalent to an initial conversion price of approximately $102.80 per share of common stock. The conversion rate is subject to adjustment as described in the indenture governing the Notes but will not be adjusted for any accrued and unpaid special interest. In addition, following certain corporate events that occur prior to the maturity date of the Notes or if the Company delivers a notice of redemption in respect of the Notes, the Company will, in certain circumstances, increase the conversion rate of the Notes for a holder who elects to convert its Notes, in connection with such a corporate event or convert its Notes called (or deemed called) for redemption during the related redemption period, as the case may be.

The indenture includes customary covenants and sets forth certain events of default after which the Notes may be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving the Company after which the Notes become automatically due and payable. If the Company undergoes a fundamental change, as defined in the indenture agreement governing the Notes, then subject to certain conditions and except as described in the indenture governing the Notes, holders may require the Company to repurchase for cash all or any portion of their Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid special interest, if any, to, but excluding, the fundamental change repurchase date.

The Company evaluated the terms of its debt and concluded that the instrument does not require separation and that there were no other derivatives that required separation. As such, the Company has combined these features with the host contract and the Company accounts for its convertible debt as a single liability in long-term debt on its condensed consolidated balance sheet. The initial purchasers' discounts and transaction costs of $18.6 million incurred related to the issuance of the Notes were classified as liability and represents the difference between the principal amount of the Notes and the liability component (the "debt discount"), which is amortized to interest expense using the effective interest method over the term of the Notes.

As of June 30, 2024 September 30, 2024, the conversion conditions had not been met and therefore the Notes were not yet convertible.

On May 25, 2022, the Company entered into separate, privately negotiated transactions with certain holders of the Notes to repurchase (the "Repurchases") $235.0 million aggregate principal amount of the Notes for an aggregate cash repurchase price of $176.4 million and aggregate transaction costs of $0.7 million.

During the year ended December 31, 2023, the Company entered into several separate privately negotiated transactions with certain holders of the Notes to repurchase $367.3 million aggregate principal amount of the Notes for an aggregate cash repurchase price of $309.1 million and aggregate transaction costs of $2.0 million.

The following table reflects the carrying values of the debt agreements as of June 30, 2024 September 30, 2024 and December 31, 2023:

	As of June 30, 2024		As of December 31, 2023			
	As of September 30, 2024		As of December 31, 2023			
	(in thousands)		(in thousands)	(in thousands)	(in thousands)	(in thousands)
Convertible Senior notes (effective interest rate of 0.38%)						
Principal amount						
Principal amount						
Principal amount						
Less: unamortized debt issuance costs						
Less: current portion of long-term debt						
Long-term debt, less current portion						

For the three months ended June 30, 2024 September 30, 2024 and 2023, interest expense related to the Company's debt obligations was $0.4 million and $0.9 $0.6 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, interest expense related to the Company's debt obligations was $0.8 $1.2 million and $1.6 $2.2 million, respectively. As of June 30, 2024 September 30, 2024 and December 31, 2023, the total estimated fair value of the Notes was $312.7 $317.0 million and $301.4 million, respectively.

9. Commitments and Contingencies

Purchase Commitments

As of June 30, 2024 September 30, 2024, the Company had long-term commitments for cost of revenue related agreements (i.e., bandwidth usage, peering and other managed services with various networks, fixed asset vendors, Internet service providers and other third-party vendors). The Company also has non-cost of revenue long-term commitments for various non-cancelable agreements.

Aside from the Company's finance and operating lease commitments, including its colocation operating commitments, which have been disclosed in Note 6—Leases, the minimum future commitments related to the Company's purchase commitments as of June 30, 2024 September 30, 2024 were as follows:

	Cost of Revenue Commitments	Cost of Revenue Commitments	Operating Expense Commitments	Total Purchase Commitments	Cost of Revenue Commitments	Operating Expense Commitments	Total Purchase Commitments
		(in thousands)					
Remainder of 2024							
2025							
2026							
2027							
2028							
Thereafter							
Total							

Sales and Use Tax

The Company conducts its operations in many tax jurisdictions throughout the United States. In some of these jurisdictions the Company is subject to indirect taxes, such as sales and use taxes, and may be subject to certain other taxes. In accordance with GAAP, the Company has recorded a provision for its tax exposure in these jurisdictions when it is both probable that a liability has been incurred and the amount of the exposure can be reasonably estimated. The Company has accrued $4.0 million and $4.3 million as of June 30, 2024 September 30, 2024 and December 31, 2023, respectively, for sales and use tax. These estimates are based on several key assumptions, including the taxability of the Company's operations and the jurisdictions in which the Company believes it has nexus. In the event these jurisdictions challenge the Company's assumptions and analysis, its actual exposure could differ materially from its current estimates.

Legal Matters

On May 24, 2024, a purported securities class action lawsuit was filed in the United States District Court for the Northern District of California, captioned *Ken Kula v. Fastly, Inc., et al.* (Case No. 4:24-cv-03170), naming the Company and certain of its officers as defendants. Motions for lead plaintiff were filed on July 23, 2024. On August 22, 2024, the court appointed lead plaintiff ("Lead Plaintiff") and lead counsel. On November 1, 2024, Lead Plaintiff filed an amended complaint. The amended complaint alleges violations of Section 10(b) and 20(a) of the Exchange Act purportedly on behalf of all those who purchased or acquired Fastly securities between February 15, 2024 November 15, 2023 and May 1, 2024 August 7, 2024. The complaint seeks unspecified compensatory damages, and other relief. Motions The deadline for lead plaintiff were filed on July 23, 2024 and the hearing on the lead plaintiff defendants to file a motion to dismiss is set for September 26, 2024 January 15, 2025. The court has not yet ruled on those motions. It is possible that additional lawsuits will be filed, or allegations made by stockholders, regarding these same or other matters and also naming as defendants the Company and its officers and directors.

On June 12, 2024, certain of the Company's officers and directors were named as defendants in a stockholder derivative action filed in the United States District Court for the Northern District of California, captioned *Roy v. Nightingale, et al.* (Case No. 3:24-cv-03549-JCS). On July 1, 2024, a substantially similar stockholder derivative complaint was filed against the Company's officers and directors in the same court, captioned *Steffens v. Nightingale et al.* (Case No. 4:24-cv-03984-DMR). The derivative complaints assert that defendants breached their fiduciary duties as directors and/or officers of the Company, as well as claims of unjust enrichment, abuse of control, gross mismanagement, waste of corporate assets, violations of Section 14(a) of the Exchange Act, and contribution under Sections 10(b) and 21D of the Exchange Act. On September 17, 2024, the court consolidated and stayed the derivative actions until after resolution of the Company's anticipated motion(s) to dismiss in the above-referenced securities class action. On August 23, 2024, a substantially similar stockholder derivative complaint was filed against the Company's officers and directors in the United States District Court for the District of Delaware, captioned *Mark Sweitzer v. Nightingale, et al.* (Case No. 1:24-cv-00969-GBW) (the "Sweitzer Action"). On September 26, 2024, the court stayed the Sweitzer Action until after resolution of the Company's anticipated motion(s) to dismiss in the above-referenced securities class action. It is possible that additional lawsuits will be filed, or allegations made by stockholders, regarding these same or other matters and also naming as defendants the Company and its officers and directors.

The Company is also party to various disputes that management considers routine and incidental to its business. Management does not expect the results of any of these routine actions to have a material effect on the Company's business, results of operations, financial conditions, or cash flows.

The pending lawsuits and any other related lawsuits are subject to inherent uncertainties, and the actual defense and disposition costs will depend upon many unknown factors. The outcome of the pending lawsuits and any other related lawsuits is necessarily uncertain. The Company could be forced to expend significant resources in the defense of the pending lawsuits and any additional lawsuits, and it may not prevail. In addition, the Company may incur substantial legal fees and costs in connection with such lawsuits. The Company is not currently able to estimate the possible cost to it from these matters, as the pending lawsuits are currently at an early stage, and it cannot be certain how long it may take to resolve the pending lawsuits or the possible amount of any damages that it may be required to pay. Such amounts could be material to the Company's financial statements if the Company does not prevail in the defense against the pending lawsuits and any other related lawsuits, or even if it does prevail.

As of June 30, 2024 September 30, 2024, the Company has not recorded any significant accruals for loss contingencies associated with the above mentioned lawsuits as it does not believe an outcome resulting in a loss is probable. It will accrue for loss contingencies if it becomes both probable that it will incur a loss and if the Company can reasonably estimate the amount or range of the loss.

Indemnification

The Company enters into standard indemnification agreements in the ordinary course of business. Pursuant to these agreements, the Company agrees to indemnify, hold harmless, and reimburse the indemnified party for losses suffered or incurred by the indemnified party, generally the Company's business partners or customers, in connection with its provision of its services. Generally, these obligations are limited to claims relating to infringement of a patent, copyright, or other intellectual property right, breach of the Company's security or data protection obligations, or its negligence, willful misconduct, or violation of law. Subject to applicable statutes of limitation, the term of these indemnification agreements is generally for the duration of the agreement. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company carries insurance that covers certain third-party claims relating to the Company's services and could limit its exposure in that respect.

The Company has agreed to indemnify each of its officers and directors during his or her lifetime for certain events or occurrences that happen by reason of the fact that the officer or director is, was, or has agreed to serve as an officer or director of the Company. The Company has director and officer insurance policies that may limit its exposure and may enable it to recover a portion of certain future amounts paid.

To date, the Company has not encountered material costs as a result of such indemnification obligations and has not accrued any related liabilities in its financial statements. In assessing whether to establish an accrual, the Company considers such factors as the degree of probability of an unfavorable outcome and the ability to make a reasonable estimate of the amount of loss.

10. Stockholders' Equity

Equity Incentive Plans

The Company maintains four equity incentive plans: the 2019 Equity Incentive Plan (the "2019 Plan"), 2011 Equity Incentive Plan ("2011 Plan"), Employee Stock Purchase Plan and the Signal Sciences Corp. 2014 Stock Option and Grant Plan, as amended (the "Signal Plan"). The 2019 Plan became effective in May 2019 and replaced the 2011 Plan. The Company's 2019 Plan provides for the issuance of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock units ("RSUs"), restricted stock awards, performance-based stock awards ("PSUs"), and other forms of equity compensation, which are collectively referred to as stock awards to its employees, directors, and consultants. The Signal Plan includes 251,754 registered shares which can be exercised to purchase shares of Fastly's common stock.

As of June 30, 2024 September 30, 2024 and December 31, 2023, there were 8.1 million 6.4 million and 8.9 million shares of common stock available for issuance under the 2019 Plan, respectively. As of June 30, 2024 September 30, 2024 and December 31, 2023, 138.4 million 140.1 million and 133.0 million shares of common stock were issued and outstanding, respectively.

Stock Options

Options granted under the 2011 Plan and 2019 Plan are exercisable for common stock and generally expire within 10 years from the date of grant and generally vest over four years, at the rate of 25% on the first anniversary of the date of grant and ratably on a monthly basis over the remaining 36-month period thereafter based on continued service. Forfeitures are recognized as they occur.

The following table summarizes stock option activity during the six nine months ended June 30, 2024 September 30, 2024:

	Shares	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term		Aggregate Intrinsic Value		Shares		Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term		Aggregate Intrinsic Value	
	(in thousands)	(in thousands)			(in years)		(in thousands)		(in thousands)			(in years)		(in thousands)
Outstanding at December 31, 2023														
Granted														
Exercised														
Exercised														
Exercised														
Cancelled/forfeited														
Cancelled/forfeited														
Cancelled/forfeited														
Outstanding at June 30, 2024														
Outstanding at June 30, 2024														
Outstanding at June 30, 2024														
Vested and exercisable at June 30, 2024														
Outstanding at September 30, 2024														
Outstanding at September 30, 2024														
Outstanding at September 30, 2024														
Vested and exercisable at September 30, 2024														

During the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense from stock options of approximately $0.5 $0.4 million and $0.4 $0.2 million, respectively.

During each of the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense from stock options of approximately $1.1 million. $1.5 million and $1.3 million, respectively.

Restricted Stock Units ("RSUs")

The Company began granting RSUs under the 2019 Plan during the fiscal year ended December 31, 2019. The fair value of RSUs is based on the grant date fair value and is expensed on a straight-line basis over the applicable vesting period. RSUs granted to new hires typically vest over three or four years, at the rate of 33% or 25%, respectively, on the first anniversary of the vesting start date and ratably on a quarterly basis over the remaining 24-month or 36-month period thereafter, respectively. RSUs granted to existing employees typically vest in equal quarterly installments over a three or four-year service period. All vesting is contingent on continued service. Forfeitures are recognized as they occur.

The following table summarizes RSU activity during the six nine months ended June 30, 2024 September 30, 2024:

	Number of Shares	Number of Shares	Weighted-Average Grant Date Fair Value Per Share	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
	(in thousands)				
Unvested RSUs as of December 31, 2023					
Unvested RSUs as of December 31, 2023					
Unvested RSUs as of December 31, 2023					
Granted					
Vested					
Cancelled/forfeited					

Unvested RSUs as of June 30, 2024

Unvested RSUs as of September 30, 2024

During the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized stock-based compensation expense related to RSUs of $25.9 $23.8 million and $27.4 $28.7 million, respectively.

During the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized stock-based compensation expense related to RSUs of $50.5 $74.2 million and $51.0 $79.7 million, respectively.

Performance-Based Restricted Stock Units ("PSUs" (“PSUs”)

Performance stock awards for executive officers (“Executive PSUs”)

In March and May 2023, pursuant to the Company’s 2019 Equity Incentive Plan, the Company granted certain employees shares of PSUs, which are to vest based on the level of achievement of certain Company-wide targets related to the Company’s operating plan for the fiscal year 2023. The Company has accounted for these awards as equity-based awards and will recognize stock-based compensation expense over the employees' requisite service period based on the expected attainment of the Company-wide targets as of the end of each reporting period.

In February 2024, pursuant to the Company's 2019 Equity Incentive Plan, the Company granted certain employees shares of PSUs, which are to vest based on the level of achievement of certain Company-wide targets related to the Company’s operating plan for the fiscal year 2024. The Company has accounted for these awards as equity-based awards and will recognize stock-based compensation expense over the employees' requisite service period based on the expected attainment of the Company-wide targets as of the end of each reporting period.

	Number of Shares	Number of Shares	Weighted-Average Grant Date Fair Value Per Share	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
	(in thousands)				
Nonvested PSUs as of December 31, 2023					
Nonvested PSUs as of December 31, 2023					
Nonvested PSUs as of December 31, 2023					
Granted					
Vested					
Cancelled/forfeited					
Nonvested PSUs as of June 30, 2024					
Nonvested PSUs as of September 30, 2024					

For the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $0.7 $0.8 million and $1.4 $1.5 million of stock-based compensation expense associated with these awards, respectively.

For the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $2.0 $2.7 million and $1.7 $3.2 million of stock-based compensation expense associated with these awards, respectively.

Company-wide Bonus Program (“Bonus Program”)

In March 2023, the Compensation Committee approved a company-wide bonus program, including performance targets, to most of the Company’s employees on active payroll in fiscal year 2023 (“2023 Bonus Program”). Shares awarded under the program were paid out in February 2024 in fully vested RSUs and based on the final attainment of Company-wide performance targets which were tied to its operating plan for fiscal year 2023. The Company recognized stock-based compensation expense over the employees requisite service period, based on the final attainment of the Company-wide targets.

In February 2024, the Company paid out 1.9 million of restricted stock units associated with the 2023 Bonus Program, and correspondingly recorded a charge to additional paid-in-capital of $26.8 million.

In February 2024, the Compensation Committee approved a company-wide bonus program, including performance targets, for the current fiscal year to most of the Company’s employees on active payroll in fiscal year 2024 ("2024 Bonus Program"). Shares awarded under the program will be in fully vested RSUs and will be based on the final attainment of Company-wide performance targets which are tied to its operating plan for fiscal year 2024. The payout of the 2024 Company-wide bonus program will vary linearly between 50%, 100% and 150% based on the achievement of these targets. Employees are required to be employed through the payout date to earn the awards. The Company has accounted for these awards as liability-based awards, since the monetary value of the obligation associated with the award is based predominantly on a fixed monetary amount known at inception, and it has an unconditional obligation that it must or may settle by issuing a variable number of its equity shares. The Company is recognizing the stock-based compensation expense over the employees requisite service period, based on the expected attainment of the Company-wide targets as of the end of each reporting period.

The Company did not recognize any stock-based compensation expense associated with the Bonus Programs in During the three months ended June 30, 2024, September 30, 2024 and 2023, the Company recognized $7.0 $1.5 million and $6.6 million of stock-based compensation expense associated with the Bonus Programs, in respectively. During the three nine months ended June 30, 2023. During the six months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $6.5 $8.0 million and $9.0 $15.6 million of stock-based compensation expense associated with the Bonus Programs, respectively.

Market-Based Performance Stock Awards (“MPSUs”)

In September 2022 and January 2023, pursuant to the Company's 2019 Equity Incentive Plan, the Company granted certain employees shares of MPSUs, which are to vest upon the satisfaction of the Company's achievement of specified Fastly common stock price targets during the applicable performance period. In addition, the awards are subject to each recipient's continuous service through each applicable vest dates.

	Number of Shares	Number of Shares	Weighted-Average Grant Date Fair Value Per Share	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
	(in thousands)				
Nonvested MPSUs as of December 31, 2023					
Nonvested MPSUs as of December 31, 2023					
Nonvested MPSUs as of December 31, 2023					
Granted					
Vested					
Cancelled/forfeited					
Nonvested MPSUs as of June 30, 2024					
Nonvested MPSUs as of September 30, 2024					

Stock-based compensation expense relating to the MPSUs are recognized using the accelerated attribution method over the derived service period. During the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $0.7 million and $1.8 $1.5 million stock-based compensation expense associated with these awards, respectively. During the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $1.5 $2.2 million and $3.4 $4.9 million stock-based compensation expense associated with these awards, respectively.

Employee Stock Purchase Program ("ESPP")

The ESPP allows eligible employees to purchase shares of the Company's common stock through payroll deductions of up to 15% of their eligible compensation. The ESPP provides for six-month offering periods, commencing in May and November of each year. At the end of each offering period employees are able to purchase shares at 85% of the lower of the fair market value of the Company's common stock on the first trading day of the offering period or on the date of purchase.

During the three months ended June 30, 2024 September 30, 2024 and 2023 the Company recognized $0.7 $0.3 million and $1.0 $0.8 million in stock-based compensation expense related to the ESPP, respectively. During the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $2.0 $2.3 million and $2.3 $3.1 million in stock-based compensation expense related to the ESPP, respectively.

During the three and six nine months ended June 30, 2024 September 30, 2024, 0.5 million shares of the Company's common stock was purchased under the offering period that commenced in November 2023. During the three and six nine months ended June 30, 2023 September 30, 2023, 0.7 million shares of the Company's common stock were purchased under the offering period that commenced in November 2022. No shares of the Company's common stock were purchased for either the three months ended September 30, 2024 or 2023.

Equity Awards Modification

There were no material equity modifications during the three and nine months ended September 30, 2024.

In September 2023, as part of one employee's separation and transition plan, the Company modified this employee's outstanding equity awards in an amount that would have vested if this individual had remained an employee for an additional period of time. As a result of the modification, the Company recognized stock-based compensation expense of $0.4 million for the three and nine months ended September 30, 2023.

Stock-Based Compensation Expense

The following table summarizes the components of total stock-based compensation expense included in the accompanying condensed consolidated statements of operations:

	Three months ended June 30,		Six months ended June 30,					
	Three months ended September 30,		Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
			(in thousands)					
Cost of revenue								
Research and development								
Sales and marketing								
General and administrative								
Total stock-based compensation expense								

For the three months ended June 30, 2024 September 30, 2024 and 2023, the Company capitalized $2.5 million and $1.9 $3.7 million of stock-based compensation expense, to internal-use software, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company capitalized $5.4 $8.0 million and $3.2 $6.9 million of stock-based compensation expense, to internal-use software, respectively.

The For the three months ended September 30, 2024 and 2023, the Company did not recognize any recognized $1.5 million and $6.6 million of stock-based compensation expense associated with the liability classified awards related to the company-wide Bonus Program, in respectively. For the three nine months ended June 30, 2024, and recognized $7.0 million of stock-based compensation expense associated with liability classified awards related to the company-wide Bonus Program in the three months ended June 30, 2023. For the six months ended June 30, 2024 September 30, 2024 and 2023, the Company recognized $6.5 $8.0 million and $9.0 $15.6 million of stock-based compensation expense associated with liability classified awards related to the company-wide Bonus Program, respectively.

11. Net Loss Per Share Attributable to Common Stockholders

Basic net loss per share is computed by dividing net loss by basic weighted-average shares outstanding during the period. Diluted net loss per share is computed by dividing net loss by diluted weighted-average shares outstanding, including potentially dilutive securities.

The following table presents the computation of basic and diluted net loss per share of common stock:

	Three months ended June 30,			Six months ended June 30,					
	Three months ended September 30,			Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
	(in thousands, except per share amounts)								
Net loss attributable to common stockholders									
Weighted-average shares used in computing net loss per share attributable to common stockholders, basic and diluted									
Net loss per share attributable to common stockholders, basic and diluted									

The following securities were excluded from the computation of diluted net loss per share of common stock for the periods presented as their effect would have been antidilutive:

	Number of Shares		As of June 30,		As of September 30,
	2024	2024	2023	2024	2023
	(in thousands)				
Stock options					
RSUs					
PSUs					
MPSUs					
Shares issuable pursuant to the ESPP					
Convertible senior notes (if-converted)					
Total					

The dilution table above excludes RSUs to be awarded under the Company’s 2024 Bonus Program, which is expected to have an impact on its outstanding awards in the first quarter of 2025. Refer to Note 10 — Stockholders' Equity for further details on the Company’s 2024 Bonus Program.

12. Income Taxes

The Company’s provision for income taxes for interim periods is determined using an estimate of its annual effective tax rate, adjusted for discrete items, if any, that arise during the period. Each quarter, the Company updates its estimate of the annual effective tax rate, and if the estimated annual effective tax rate changes, the Company makes a cumulative adjustment in such period.

The Company continues to maintain a full valuation allowance on the Company’s U.S. Federal and state net deferred tax assets. The tax expense for the three and six nine months ended June 30, 2024 September 30, 2024 and 2023 was primarily due to foreign tax expense.

In the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded income tax expense of $0.7 $0.5 million and income tax benefit of less than $0.1 million, respectively. In the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded income tax expense of $1.0 $1.5 million and $0.2 million, respectively.

13. Information About Revenue and Geographic Areas

Revenue

Revenue by geography is based on the billing address of the customer. Refer to Note 3—Revenue for more information on net revenue by geographic area.

Long-Lived Assets

The Company’s property and equipment and operating lease right-of-use assets, each net, by geographic area were as follows:

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
		(in thousands)
United States		
All other countries		
Total long-lived assets		

14. Restructuring Charges

During the three and nine months ended September 30, 2024, in an effort to streamline its organization, the Company initiated a restructuring plan to reduce expenses including a reduction of the Company’s workforce. In connection with this plan, the Company incurred charges of $9.7 million primarily consisting of employee-related severance and termination benefits. These charges are included within the restructuring charges line in the Company's condensed consolidated statements of operations. The plan was substantially completed by October 31, 2024.

The following table presents activity related to the liability, which is recorded in accrued expenses in the Company's condensed consolidated balance sheet, for restructuring-related employee severance and benefits:

	Total
	(in thousands)
Balance as of June 30, 2024	$ —
Restructuring charges	9,720
Cash payments	(5,070)
Balance as of September 30, 2024	$ 4,650

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with the condensed consolidated financial statements and related notes that are included elsewhere in this Quarterly Report on Form 10-Q. This discussion contains forward-looking statements based upon current plans, expectations, and beliefs that involve risks and uncertainties. Actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under “Risk Factors” and in other parts of this Quarterly Report on Form 10-Q. Our fiscal year ends on December 31.

As used herein, “Fastly,” “we,” “our,” “the Company” and similar terms include Fastly, Inc. and its subsidiaries, unless the context indicates otherwise.

Overview

Organizations around the world are more dependent on the quality of digital experiences they provide than ever before. At Fastly, we deliver an edge cloud platform capable of delivering fast, safe, and engaging digital experiences. By focusing holistically on the edge cloud from developer inspiration to end-user experience, we have the opportunity to differentiate with our global footprint, dynamic infrastructure, and security solution. Performance, security, and building the most engaging applications are paramount to driving mission success for Fastly’s customers.

The edge cloud is a category of Infrastructure as a Service (“IaaS”) that enables developers to build, secure, and deliver digital experiences, at the edge of the Internet. This service represents the convergence of the Content Delivery Network (“CDN”) with functionality that has been traditionally delivered by hardware-centric appliances such as Application Delivery Controllers (“ADC”), Web Application Firewalls (“WAF”), Bot Detection, Distributed Denial of Service (“DDoS”) and Observability solutions. It also includes the emergence of a new, but growing, edge computing market which aims to move compute power and logic as close to the end user as possible. When milliseconds matter, processing at the edge is an ideal way to handle highly dynamic and time-sensitive data. This has led to its acceptance and adoption by organizations who monetize or grow their user base with every millisecond saved. Organizations that want to improve their user experience, whether it’s faster loading websites or reduced shopping cart abandonment, can benefit from processing at the edge. The edge cloud complements data center, central cloud, and hybrid solutions.

Organizations must keep up with complex and ever-evolving end-user requirements. We help them surpass their end users’ expectations by powering fast, safe, and engaging digital experiences. We built a powerful edge cloud platform, designed from the ground up to be programmable and support agile software development. We believe that our platform gives our customers a significant competitive advantage, whether they were born into the digital age or are just embarking on their digital transformation journey.

Developers on the Fastly platform have a high degree of flexibility with granular control and real-time visibility, where they can write and deploy code in a serverless environment and push application logic to the edge. Our infrastructure is built for the software-defined future. Our network is powerful, efficient, and flexible, designed to enable us to rapidly scale to meet the needs of the most demanding customers. Our approach to scalable, secure reliability integrates security into multiple layers of development: architecture, engineering, and operations. That’s why we invest in building security into the fabric of our platform, alongside performance. We provide developers and security operations teams with a fast and safe environment to create, build, and run modern applications.

We serve established enterprises, mid-market companies, and technology-savvy organizations. Our customers represent a diverse set of organizations across many industries with one thing in common: they care about delivering best-in-class digital experiences. With our edge cloud platform, our customers are disrupting existing industries and creating new ones. For example, several of our customers have reinvented digital publishing by connecting readers through subscription models to indispensable content. Fastly's ability to dynamically manage content in real time enables readers to have instant access to the most up to date information.

Our customers' ecommerce solutions use Fastly's edge compute functionality to deliver very low-latency customer experiences, including providing better recommendations to their shoppers, converting more shopping carts into sales and executing fast and secure financial transactions. Content streaming organizations leverage Fastly's platform to deliver content to users around the world and those that livestream gain easy access to enormous edge compute resources for even greater reliability. The range of applications that developers build with our edge cloud platform continues to expand rapidly.

Our mission is to make the Internet a better place where all experiences are fast, safe, and engaging. We want all developers to have the ability to deliver the next transformative digital experience on a global scale. And because big ideas often start small, we love it when developers experiment and iterate on our platform, coming up with exciting new ways to solve today's complex problems.

For the three months ended June 30, 2024 September 30, 2024 and 2023, our revenue was $132.4 million $137.2 million and $122.8 million $127.8 million, respectively, an increase of 8% 7%. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, our revenue was $265.9 million $403.1 million and $240.4 million $368.2 million, respectively, an increase of 11% 9%.

Our 10 largest customers generated an aggregate of 37% 35% and 36% 37% of our revenue in the trailing 12 months ended June 30, 2024 September 30, 2024 and 2023, respectively. No single customer accounted for more than 10% of revenue for both the three and six months ended June 30, 2024 September 30, 2024, whereas one customer accounted for more than 10% of revenue for the three months ended September 30, 2023. No single customer accounted for more than 10% of revenue for each of the nine months ended September 30, 2024 and 2023. Affiliated customers that are business units of a single company in the streaming entertainment space generated an aggregate of 11% less than 10% and 12% 14% of the Company's revenue for the three and six months ended June 30, 2024 September 30, 2024 and 2023, respectively,. and 10% and 11% for the nine months ended September 30, 2024 and 2023, respectively.

For the three months ended June 30, 2024 September 30, 2024 and 2023, we incurred a net loss of $43.7 million $38.0 million and $10.7 million $54.3 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, we incurred a net loss of $87.2 million $125.2 million and $55.4 million $109.7 million, respectively.

We focus our direct selling efforts on expanding our customer's use of our platform, which includes companies that are exhibiting significant growth. We engage with and support these customers with our field sales representatives, account managers, and technical account managers who focus on customer satisfaction and drive expansion of their usage of our platform and products. These teams work with technical and business leaders to help our customers' end-users receive the best possible digital experience, while also lowering our customers' total cost of ownership. These direct selling efforts are reflected by the revenue generated by our enterprise customers. Our Last-Twelve Months Net Retention Rate ("LTM NRR") metric also measures the revenue growth from existing customers attributable to increased usage of our platform and features, and purchase of additional products and services. For additional details on our key metrics, refer to the "Key Business Metrics" section.

Factors Affecting Our Performance

Winning New Customers

We are focused on continuing to attract new customers, including those in diverse vertical markets, and expanding our relationship with existing customers, by enhancing our product experience, investing in technology, and leveraging our partner ecosystem. Our customer base includes large, established enterprises that are undergoing digital transformation and emerging companies spanning a wide array of industries and verticals. Developers within these companies often use and advocate for the adoption of our platform by their companies and promotion across the broader developer community. We will continue to invest in our products and features and developer outreach, leveraging it as a cost-efficient approach to attracting new customers, and our sales and marketing programs, including various online marketing activities as well as targeted account-based marketing.

We are continuing to bring a durable, consistent, and predictable pipeline of new innovations to our edge cloud platform and software-defined modern network architecture, and are seeing interest from customers in our existing product lines like Network Services and Security, and newer product lines like Compute and Observability. We will continue to build out a single, unified platform, simplify customer onboarding and service usage, and simplify our pricing and packaging. This will require us to dedicate significant resources to further develop the market for our platform and differentiate our platform from competitive products and services. We will also need to expand, retain, and motivate our sales and marketing personnel in order to target our sales efforts at larger enterprises and senior management of these potential customers.

Many jurisdictions have enacted laws on data localization and cross-border data transfers, and the evolving enforcement and interpretation of such laws has created uncertainty regarding data stored abroad and transferred across borders, which could impact customer growth and acquisition for customers and potential customers conducting business in Europe and elsewhere outside of the United States. For additional details, refer to the section titled "Risk Factors."

Expanding into New Markets and within Our Existing Customer Base

We aim to continue to add customers from a diverse set of industry verticals through our differentiated platform that offers a broad range of capabilities. By focusing on our key differentiators, including performance and security, we have an opportunity to continue to add customers from a diverse set of industries.

We emphasize retaining our customers and expanding their usage of our platform and adoption of our other products. Customers often begin with smaller deployments of one of our products and then expand their usage over time. Our platform includes a variety of offerings across Network Services, Security, Compute and Observability product lines. As our customers mature, we assist them in expanding their use of our platform, including the use of additional offerings beyond content delivery or security. As enterprises grow and experience increased traffic, their needs evolve, leading them to find additional use cases for our platform and expand their usage accordingly. In addition, given that customer acquisition costs are incurred largely for acquiring and initial onboarding, we may gain operating leverage to the extent that existing customers expand their use of our platform and products.

Our ability to retain customers and expand their usage could be impaired for a variety of reasons, including a customer moving to another provider or reducing usage within the term of their contract. Even if our customers expand their usage of our platform, we cannot guarantee that they will maintain those usage levels for any meaningful period of time or that they will renew their commitments. The data localization and cross-border data transfer issues described above also impact current customers' usage of our products and services.

In addition, we cannot be certain what actions the United States or another country's government may take with respect to certain of our customers that may adversely affect our ability to do business with our customers that operate in China, target China as a market or that have strong business ties to China. And any action they do take could have a negative impact on our business. One of our largest customers during the three and six nine months ended June 30, 2024 September 30, 2024 operates in and has strong business ties to China.

International Expansion

We intend to continue expanding our efforts to attract customers outside of the United States by augmenting our sales teams and strategically increasing our presence in the number of markets in select international locations.

Our international expansion, including our global sales efforts, continues to add increased complexity and cost to our business. This requires us to expand our sales and marketing capabilities outside of the United States, increase the number of markets we have a presence in around the world to support our customers, and manage the administrative aspects of a global organization, each of which place a strain on our business and culture. In addition, our bandwidth costs are higher in markets outside of the United States and Europe, which may impact our gross margins.

We are closely monitoring the unfolding events of the Russian invasion of Ukraine, as well as the more recent hostilities in Israel, and their global impacts. While the conflicts are still evolving and the outcomes remain highly uncertain, we do not believe the Russia-Ukraine or Israel-Hamas conflicts will have a material impact on our business and results of operations. We do not have Points of Presence ("POPs") or operations in Russia, Ukraine, or Israel. However, some threat actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties upon which we rely, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell, and distribute our goods and services. If either conflict continues or worsens, leading to greater global economic disruptions and uncertainty, our business and results of operations could be materially impacted.

Our customers operating in Russia, Ukraine, and Israel represented an immaterial portion of our consolidated revenue as of both the three and six nine months ended June 30, 2024 September 30, 2024 and 2023.

Investing in Sales and Marketing

Our customers have been pivotal in driving brand awareness and broadening our reach. While we continue to leverage the self-service approach to drive adoption by developers, we will continue to expand our sales and marketing efforts, with an increased focus on sales to enterprises globally. Utilizing our direct sales force, we have multiple selling points within organizations to acquire new customers and increase usage from our existing customers. We will continue to increase our discretionary marketing spend, including account-based, targeted demand generation and brand spend, to drive the effectiveness of our sales teams. As a result, we expect our total operating expenses to increase as we continue to expand. Our investments in sales and marketing teams are intended to help accelerate our sales, onboarding, and ramp cycles.

These efforts will require us to continue to invest in sales and marketing resources. Furthermore, we believe that there is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training, and retaining sufficient numbers of sales personnel to support our growth.

Continued Investment in Our Platform and Network Infrastructure

We must continue to invest in our platform and network infrastructure to maintain our position in the market. We expect our revenue growth to be dependent on an expanding customer base and continued adoption of our edge cloud delivery, security, and other products and services. In anticipation of winning new customers and staying ahead of our customers' needs, we plan to continue to invest in order to expand the scale and capacity of our software-defined modern network. This could result in increased network service provider fees, which could adversely affect our gross margins if we are unable to offset these costs with revenue from new customers and increase revenue from existing customers. Our customers require constant innovation within their own organizations and expect the same from us. Therefore, we will continue to invest in resources to enhance our development capabilities and introduce new products and features on our platform. We believe that investment in research and development will contribute to our long-term growth but may also negatively impact our short-term profitability. For the three months ended June 30, 2024 September 30, 2024 and 2023, our research and development expenses as a percentage of revenue were 27% 23% and 30% 31%, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, our research and development expenses as a percentage of revenue were 28% 26% and 31%, respectively. We may also seek to acquire or invest in businesses, products, or technologies that we believe could complement or expand our platform, enhance our technical capabilities, or otherwise offer growth opportunities. For example, in May 2022, we acquired Glitch, a software company specializing in developer project management tools to bolster our existing product offerings, by making it easier to innovate at a layer in the Fastly software stack.

Developers use our platform to build custom applications and require a state-of-the-art infrastructure to test and run these applications. We will continue to invest in our network infrastructure by strategically increasing our POPs. We also anticipate making investments in upgrading our technology and hardware to continue providing our customers a fast and secure platform. Our gross margins and operating results are impacted by these investments. As we continue to experience growth, we may face challenges managing adequate server capacity in our POPs due to potential component delays, shortages, price increases, hardware efficiencies gained through internal development, or any potential changes in server architecture, including due to technological advances or obsolescence. If we have server asset levels in excess of forecasted network capacity needs, we have in the past and may need to continue to write-down or write-off server assets. Conversely, if we underestimate network capacity needs, we may in future periods be unable to meet demand and be required to incur higher costs to secure necessary parts and components of our servers.

In the event that there are errors in software, failures of hardware, damages to a facility or misconfigurations of any of our services, whether caused by our own error, security breaches, third-party error, or natural disasters, we could experience lengthy interruptions in our platform availability as well as delays and additional expenses in arranging new facilities and services. In addition, there can be no assurance that we are adequately prepared for unexpected increases in bandwidth demands by our customers, particularly when we or our customers experience cyber-attacks. The bandwidth we have contracted to purchase may become unavailable for a variety of reasons, including service outages, payment disputes, network providers going out of business, natural disasters, networks imposing traffic limits, or governments adopting regulations that impact network operations.

Key Business Metrics

We use the following key metrics presented in the table below to evaluate our business, measure our performance, identify trends affecting our business, prepare financial projections, and make strategic decisions. The calculation of these key metrics below may differ from other similarly titled metrics used by other companies, analysts, or investors. We no longer consider Average Enterprise Customer Spend, Dollar-Based Net Expansion Rate, and Quarterly Net Retention Rate to be key business metrics. We believe Average Enterprise Customer Spend to be redundant in light of our disclosure of Total Customer Count and Enterprise Customer Count. Dollar-Based Net Expansion Rate and Quarterly Net Retention Rate were used infrequently by investors and are no longer used by management to manage and monitor the performance of our business. In lieu of Quarterly Net Retention Rate, a measure that is seasonal and fluctuates frequently throughout the year, management believes LTM Net Retention Rate, which measures the last twelve-month period and removes seasonality, is a more accurate performance metric to monitor the business. As such, we will no longer report those metrics because we do not believe they are material to an understanding of our business.

	As of June 30,			As of September 30,	
	2024	2024	2023	2024	2023
Customer metrics:					
Total Customer Count (as of period end)					
Total Customer Count (as of period end)					
Total Customer Count (as of period end)					
Enterprise Customer Count (as of period end)					
Other key metrics:					
Last-Twelve Months Net Retention Rate ("LTM NRR")					
Last-Twelve Months Net Retention Rate ("LTM NRR")					
Last-Twelve Months Net Retention Rate ("LTM NRR")	109.6 %	116.1 %	105.3 %	113.6 %	

Total Customer Count

We believe that our total number of customers is an important indicator of the adoption of our platform. Our definition of a customer consists of identifiable operating entities with which we have a billing relationship in good standing and which we have recognized revenue from. An identifiable operating entity is defined as a company, a government entity, or a distinct business unit of a larger company that has a relationship with us through direct sales or through one of our reseller partners where charges are identified on an end-customer basis. We may treat separate subsidiaries, segments, divisions, or business units of a single organization that use our platform as unique customers where they have distinct account identifiers. In cases where charges are identified through a reseller partner rather than on an end-customer basis, we would count the reseller as a single customer in our customer count. Our customer groupings may be impacted by changes to our customers' business, including any impact from acquisition activities, internal business reorganizations leading to operational and decision-making changes, and corporate structure changes such as subsidiary consolidation and reorganization that may arise in the future.

In addition to our paying customers, we also have trial, developer, nonprofit and open source programs, and other non-paying accounts that are excluded from our customer count metric. We operate globally and as a result, the success of our ability to retain our customers is also affected by general economic and market conditions around the world. As of June 30, 2024 September 30, 2024 and 2023, we had 3,295 3,638 and 3,072 3,102 customers, respectively.

Enterprise Customer Count

Historically our revenue has been driven primarily by a subset of our customers, our enterprise customers, who have leveraged our platform substantially from a usage standpoint. We believe that the recruitment and cultivation of enterprise customers is critical to our long-term success. Our enterprise customer count is defined as customers with annualized current quarter revenue in excess of $100,000. This is calculated by taking the revenue we recognized for each customer in the current quarter and multiplying it by four. As of June 30, 2024 September 30, 2024, we had 601 of such enterprise customers that generated 91% of the total annualized current quarter revenue from our total customers for the period ended June 30, 2024. As of June 30, 2023, we had 551 576 of such enterprise customers that generated 92% of the total annualized current quarter revenue from our total customers for the period ended June 30, 2023 September 30, 2024. As of September 30, 2023, we had 547 of such enterprise customers that generated 92% of the total annualized current quarter revenue from our total customers for the period ended September 30, 2023.

Last-Twelve Months Net Retention Rate ("LTM NRR")

Our ability to generate and increase our revenue is also dependent upon our ability to retain our existing customers. LTM NRR allows us to track customer retention which demonstrates the stickiness of our edge cloud platform.

Our LTM NRR removes some of the volatility that is inherent in a usage-based business model from the measurement of the NRR metric. We calculate LTM NRR by dividing the total customer revenue for the prior twelve-month period ("prior 12-month period") ending at the beginning of the last twelve-month period ("LTM period") minus revenue contraction due to billing decreases or customer churn, plus revenue expansion due to billing increases during the LTM period from the same customers by the total prior 12-month period revenue. For the trailing twelve months ended June 30, 2024 September 30, 2024 and 2023 our LTM NRR was 109.6% 105.3% and 116.1% 113.6%, respectively.

Key Components of Statement of Operations

Revenue

We derive our revenue primarily from usage-based fees earned from customers using our platform. We also earn fixed-rate recurring revenue from security and other products and services.

Our usage-based fees earned from customers using our platform are generally billed in arrears. Our security products are primarily annual subscriptions that are billed in advance. Many customers have tiered usage pricing which reflects discounted rates as usage increases. For most contracts, usage charges are determined on a monthly basis based on actual usage within the month and do not impact usage charges within any other month. Our larger customers often enter into contracts that contain minimum billing commitments and reflect discounted pricing associated with such usage levels.

We report our revenue by three product lines: Network Services, Security and Other. Network Services include solutions designed to improve performance of websites, apps, application programming interfaces ("APIs") and digital media. Security includes products designed to protect websites, apps, APIs and users. Other includes Compute solutions that allow developers to build and deploy modern web applications on our edge cloud platform, and Observability solutions that provide real-time logs, data and metrics streamed from our edge platform for actionable insights.

We define United States revenue ("U.S. revenue") as revenue from customers that have a billing address in the United States, and we define international revenue as revenue from customers that have a billing address outside of the United States.

Cost of Revenue and Gross Margin

Cost of revenue consists primarily of fees paid to network providers for bandwidth and to third-party network data centers for housing servers, also known as colocation costs. Cost of revenue also includes employee costs for network operation, build-out and support and services delivery, network storage costs, cost of managed services and software-as-a-service, depreciation of network equipment used to deliver services, and amortization of network-related internal-use software. Our arrangements with network service providers require us to pay fees based on bandwidth use, in some cases subject to minimum commitments, which may be underutilized. Over the long term we expect cost of revenue to decrease as a percentage of revenue as we continue to drive efficiencies in our operations. However, our cost of revenue may fluctuate as a percentage of our revenue from period to period due to the timing and extent of these expenses.

Our gross margin has been and will continue to be affected by a number of factors, including utilization of our network, the timing of our investments in the expansion of our network, which can increase depreciation and colocation costs in advance of expected demand, our ability to manage our network service providers and cloud infrastructure-related fees, the timing of amortization of capitalized software development costs, changes in personnel costs to provide customer support and operate the network, and customer pricing. Over the long term we expect gross margin to increase as we continue to drive efficiencies in our operations and increase our revenue. However, our gross margin may fluctuate from period to period.

Research and Development

Research and development expenses consist primarily of personnel costs, including salaries, benefits, bonuses, and stock-based compensation. Research and development expenses also include cloud infrastructure fees for development and testing, and an allocation of our general overhead expenses. We capitalize the portion of our software development costs that meet the criteria for capitalization.

We continue to focus our research and development efforts on adding new features and products including new use cases, improving the efficiency and performance of our network, and increasing the functionality of our existing products. Over the long term we expect our research and development expenses to decrease as a percentage of our revenue. However, our research and development expenses may fluctuate as a percentage of our revenue from period to period due to the timing and extent of these expenses.

Sales and Marketing

Sales and marketing expenses consist primarily of personnel costs, including commissions for our sales employees, salaries, benefits, bonuses, and stock-based compensation. Sales and marketing expenses also include expenditures related to advertising, marketing, our brand awareness activities, bandwidth and co-location costs for free trial users, costs related to our customer events, including our customer conferences, professional services fees, amortization of our intangible assets, and an allocation of our general overhead expenses.

We focus our sales and marketing efforts on generating awareness of our platform and products, creating sales leads, and establishing and promoting our brand, both domestically and internationally. Over the long term, we expect our sales and marketing expenses to decrease as a percentage of our revenue. However, our sales and marketing expenses may fluctuate as a percentage of our revenue from period to period due to the timing and extent of these expenses.

General and Administrative

General and administrative expenses consist primarily of personnel costs, including salaries, benefits, bonuses, and stock-based compensation for our administrative support personnel. General and administrative expenses also include costs related to legal and other professional services fees, SaaS costs, an allocation of our general overhead expenses, credit losses and acquisition-related costs.

In the near term, we expect to continue to incur costs associated with supporting the growth of our business, including international expansion, but expect these costs to decrease as a percentage of our revenue over the long term as we continue to drive efficiencies in our operations. However, our general and administrative expenses may fluctuate as a percentage of our revenue from period to period due to the timing and extent of these expenses.

Impairment expense Expense

Our impairment expense relates to non-recurring write-off charges for our certain long-lived assets.

Restructuring Charges

Our restructuring charges relate to a restructuring plan to reduce expenses including a reduction of the Company's workforce. The charges incurred consist primarily of employee-related severance and termination benefits.

Net Gain on Extinguishment of Debt

Our net gain on extinguishment of debt relates to the partial repurchases of our outstanding senior convertible notes in May 2023.

Other Income and Expenses

Our interest income consists primarily of interest earned on our cash, cash equivalents and investments. Our interest expense consists primarily of the interest expense on our finance leases and amortization of discount and debt issuance costs associated with our debt obligations. Our other income (expense), net, consists primarily of foreign currency transaction gains and losses.

Income Taxes

Our income tax expense consists primarily of income taxes in certain foreign jurisdictions where we conduct business and state minimum income taxes in the United States. The Company We currently maintains maintain a full valuation allowance on the Company's our U.S. Federal and state net deferred tax assets. We expect to maintain this valuation allowance for the foreseeable future.

Results of Operations

The following tables set forth our results of operations for the period presented:

		Three months ended June 30,		Six months ended June 30,					
		Three months ended September 30,		Nine months ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
			(in thousands)						
Condensed Consolidated Statement of Operations:									
Revenue									
Revenue									
Revenue									
Cost of revenue									
Gross profit									
Operating expenses:									
Research and development									
Research and development									
Research and development									
Sales and marketing									
General and administrative									
Impairment expense									
Restructuring charges									
Total operating expenses									
Loss from operations									
Net gain on extinguishment of debt									
Interest income									
Interest expense									
Other income (expense), net									
Other expense, net									
Loss before income tax expense									
Income tax expense									
Income tax expense (benefit)									
Net loss attributable to common stockholders									

The following tables set forth our results of operations for the period presented as a percentage of our revenue:

	Three months ended June 30,	Six months ended June 30,

		Three months ended September 30,		Nine months ended September 30,							
		2024	2024	2023	2024		2023	2024	2023	2024	2023
Condensed Consolidated Statements of Operations, as a percentage of revenue:*											
Revenue	Revenue	100 %	100 %	100 %	100 %	Revenue	100 %	100 %	100 %	100 %	
Cost of revenue											
Gross profit											
Operating expenses:											
Research and development											
Research and development											
Research and development											
Sales and marketing											
General and administrative											
Impairment expense											
Restructuring charges											
Total operating expenses											
Loss from operations											
Net gain on extinguishment of debt											
Interest income											
Interest expense											
Other income (expense), net											
Other expense, net											
Loss before income tax expense											
Income tax expense											
Income tax expense (benefit)											
Net loss attributable to common stockholders	Net loss attributable to common stockholders	(32)%	(8) %	(33) %	(22)%	Net loss attributable to common stockholders	(27)%	(42)%	(30)%	(29)%	

* Columns may not add up to 100% due to rounding.

Revenue

		Three months ended June 30,					Six months ended June 30,						
		Three months ended September 30,					Nine months ended September 30,						
		2024		2024	2023	% Change	2024		2023		% Change		
		(in thousands)											
Network Services Network Services Network Services		$104,158	$	$ 98,487	6	6 %	$ 210,154	$	$ 192,794	9	9	%	$ 107,43
Security	Security	25,368	22,530	22,530	13	13 %	49,968	43,738	43,738	14	14	%	Security
Other	Other	2,845	1,814	1,814	57	57 %	5,769	3,863	3,863	49	49	%	Other
Total revenue	Total revenue	$132,371	$	$ 122,831	8	8 %	$ 265,891	$	$ 240,395	11	11	%	Total revenue
Percentage of revenue:													
Network Services Network Services Network Services		79 %		80 %	(1)%		79 %		80 %		(1) %		78 %
Security	Security	19 %		18 %	1 %		19 %		18 %		1 %	Security	1
Other	Other	2 %		2 %	— %		2 %		2 %		— %	Other	

Revenue was $132.4 million $137.2 million for the three months ended June 30, 2024 September 30, 2024 compared to $122.8 million $127.8 million for the three months ended June 30, 2023 September 30, 2023, an increase of $9.6 million $9.4 million, or 8% 7%. Revenue was $265.9 million $403.1 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $240.4 million $368.2 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $25.5 million $34.9 million, or 11% 9%.

In both the three months ended June 30, 2024 September 30, 2024 and 2023, approximately 95% of our revenue was driven by usage on our platform. In the six nine months ended June 30, 2024 September 30, 2024 and 2023, approximately 95% and 94% of our revenue was driven by usage on our platform, respectively. Revenue was primarily from existing customers, as revenue from new customers contributed less than 10% of our revenue. The proportion of the revenue contribution between new and existing customers is consistent with prior periods and typical customer behavior as customers tend to contribute more revenue over time as their use of the platform increases. The remainder of our revenue was generated by our other products and services, including support and professional services.

Network Services revenue was $104.2 million $107.4 million for the three months ended June 30, 2024 September 30, 2024, compared to $98.5 million $102.5 million for the three months ended June 30, 2023 September 30, 2023, an increase of $5.7 million $4.9 million, or 6% 5%. The increase in Network Services revenue was primarily driven by growth in usage from existing customers. Security revenue was $25.4 million $26.2 million for the three months ended June 30, 2024 September 30, 2024, compared to $22.5 million $23.3 million for the three months ended June 30, 2023 September 30, 2023, an increase of $2.9 million, or 13% 12%. The increase in Security revenue was primarily driven by an increase in Next-Gen WAF revenue, partially offset by a decrease in Fastly legacy WAF revenue. Other revenue was $2.8 million $3.6 million for the three months ended June 30, 2024 September 30, 2024, compared to $1.8 million $1.9 million for the three months ended June 30, 2023 September 30, 2023, an increase of $1.0 million $1.7 million, or 57% 85%. The increase in Other revenue was primarily driven by further adoption of Compute solutions.

Network Services revenue was $210.2 million $317.6 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $192.8 million $295.3 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $17.4 million $22.3 million, or 9% 8%. The increase in Network Services revenue was primarily driven by growth in usage from existing customers. Security revenue was $50.0 million $76.2 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $43.7 million $67.1 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $6.3 million $9.1 million, or 14%. The increase in Security revenue was primarily driven by an increase in Next-Gen WAF revenue, partially offset by a decrease in Fastly legacy WAF revenue. Other revenue was $9.4 million for the nine months ended September 30, 2024, compared to $5.8 million for the six nine months ended June 30, 2024, compared to $3.9 million for the six months ended June 30, 2023 September 30, 2023, an increase of $1.9 million $3.6 million, or 49% 61%. The increase in Other revenue was primarily driven by further adoption of Compute solutions.

U.S. revenue was $98.0 million $104.5 million, or 74% 76% of revenue, for the three months ended June 30, 2024 September 30, 2024, compared to $89.9 million $93.4 million, or 73% of revenue, for the three months ended June 30, 2023 September 30, 2023. This represents an increase of $8.1 million $11.1 million, or 9% 12%. International revenue was $34.4 million $32.8 million, or 26% 24% of revenue, for the three months ended June 30, 2024 September 30, 2024, compared to $33.0 million $34.4 million, or 27%, of revenue for the three months ended June 30, 2023 September 30, 2023. This represents an increase a decrease of $1.4 million $1.6 million, or 4% 5%.

U.S. revenue was $196.5 million $300.9 million, or 74% 75% of revenue, for the six nine months ended June 30, 2024 September 30, 2024, compared to $175.2 million $268.7 million, or 73% of revenue, for the six nine months ended June 30, 2023 September 30, 2023. This represents an increase of $21.2 million $32.2 million, or 12%. International revenue was $69.4 million $102.2 million, or 26% 25% of revenue, for the six nine months ended June 30, 2024 September 30, 2024, compared to $65.2 million $99.6 million, or 27% of revenue, for the six nine months ended June 30, 2023 September 30, 2023. This represents an increase of $4.3 million $2.6 million, or 7% 3%.

Cost of Revenue

	Three months ended June 30,			Six months ended June 30,			Three months ended September 30,			Nine months ended September 30,		
	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change
(in thousands)												
Cost of revenue												
Cost of revenue												
Cost of revenue	$ 59,470	$ 58,617	1 %	$ 119,756	$ 115,927	3 %	$ 62,466	$ 61,730	1 %	$ 182,222	$ 177,657	3 %

Cost of revenue was $59.5 million $62.5 million for the three months ended June 30, 2024 September 30, 2024 compared to $58.6 million $61.7 million for the three months ended June 30, 2023 September 30, 2023, an increase of $0.9 million $0.8 million, or 1%. The increase was primarily due to a $1.0 million $0.7 million increase in personnel related equipment maintenance costs, a $0.7 million increase in other network costs, and a $0.4 million $0.6 million increase in depreciation due to increased investments in our platform. platform and a $0.4 million increase in equipment purchases. The increase was partially offset by a $0.8 million $0.9 million decrease in stock-based compensation expense as well as a $0.6 million $0.4 million decrease in cloud computing bandwidth costs.

Cost of revenue was $119.8 million $182.2 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $115.9 million $177.7 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $3.9 million $4.5 million, or 3%. The increase was primarily due to a $1.9 million $2.2 million increase in personnel related costs, a $1.6 million increase in depreciation and amortization due to increased investments in our platform, a $1.4 million $1.9 million increase in bandwidth costs and salaries expenses due to increase in headcount, a $1.0 million increase in bandwidth as well as a $0.6 million increase in other network costs. The increase was also due to a $1.3 million increase in equipment maintenance costs, to support the growth $0.8 million increase of our business. equipment purchases, as well as a $0.7 million increase in colocation costs. The increase was partially offset by a $1.1 million $1.6 million decrease in stock-based compensation expense, a $1.4 million decrease in cloud computing costs, a $0.4 million decrease in travel and expenses, as well as a $0.6 million $0.4 million decrease in stock-based compensation expense. on loss on disposal of assets.

Gross Profit and Gross Margin

	Three months ended June 30, 2024		2023	% Change	Six months ended June 30, 2024	2023	% Change
	Three months ended September 30, 2024		2023	% Change	Nine months ended September 30, 2024	2023	% Change
	(in thousands)						
Gross profit	$ 72,901	$	$ 64,214	14	14 %	$ 146,135	$
	$ 124,468	17	17 %	$ 74,740	$	$ 66,086	13
	13 %	$ 220,875	$	$			
Gross margin	55 %	52 %	3 %	55 %	52 %	3 %	54 %
	52 %	2 %	55 %	52			

Gross profit was $72.9 74.7 million for the three months ended June 30, 2024 September 30, 2024 compared to $64.2 million $66.1 million for the three months ended June 30, 2023 September 30, 2023, an increase of $8.7 million $8.6 million, or 14% 13%. Gross margin was 55% 54% for the three months ended June 30, 2024 September 30, 2024 compared to 52% for the three months ended June 30, 2023 September 30, 2023, an increase of 3% 2%. The increase in gross margin was driven by revenue growth during the three months ended June 30, 2024 September 30, 2024 outpacing the increases in the costs incurred to support the growth of our network.

Gross profit was $146.1 220.9 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $124.5 million $190.6 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $21.6 million $30.3 million, or 17% 16%. Gross margin was 55% for the six nine months ended June 30, 2024 September 30, 2024 compared to 52% for the six nine months ended June 30, 2023 September 30, 2023, an increase of 3%. The increase in gross margin was driven by revenue growth during the six nine months ended June 30, 2024 September 30, 2024 outpacing the increases in the costs incurred to support the growth of our network.

Operating Expenses

	Three months ended June 30, / Three months ended September 30, 2024		2024	2023	% Change	Six months ended June 30, / Nine months ended September 30, 2024		2024	2023	% Change
	(in thousands)									
Research and development	$ 35,106	$	$ 37,421	(6)	(6) %	$ 73,354	$	$ 74,852	(2)	(2) %
Sales and marketing	52,959	47,797	47,797	11	11 %	102,566	92,068	92,068	11	11
General and administrative	28,433	28,823	28,823	(1)	(1) %	60,072	54,650	54,650	10	10
Impairment expense	3,137	—	—	100	100 %	3,137	—	—	100	100
Restructuring charges	9,720		—		100 %	9,720		—		100 %
Total operating expenses	$ 119,635	$	$ 114,041	5	5 %	$ 239,129	$	$ 221,570	8	8 %
Percentage of revenue:										
Research and development	27 %		30 %		(3) %	28 %		31 %		(3) %
Sales and marketing	40 %		39 %		1 %	39 %		38 %		1 %
General and administrative	21 %		23 %		(2) %	23 %		23 %		— %
Impairment expense	2 %		— %		2 %	1 %		— %		1 %

Restructuring charges	7 %	— %	7 %	2 %	— %	2 %

Research and development

Research and development expenses were $35.1 million $31.9 million for the three months ended June 30, 2024 September 30, 2024 compared to $37.4 million $39.1 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $2.3 million $7.2 million, or 6% 18%. The decrease is primarily due to a $4.2 million $3.0 million decrease in stock-based compensation expenses, as well as a $1.0 million $2.4 million decrease of executive transition costs and a $1.9 million increase in capitalized capitalization of cost associated with software expenses, partially offset by a $2.9 million increase in personnel related costs. development.

Research and development expenses were $73.4 million $105.2 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $74.9 million $113.9 million for the six nine months ended June 30, 2023 September 30, 2023, a decrease of $1.5 million $8.7 million, or 2% 8%. The decrease is primarily due to a $5.5 million $8.4 million decrease in stock-based compensation expenses, as well as a $3.4 million $5.4 million increase in capitalized software expenses, as well as a decrease of $2.4 million of executive transition costs. The decreases were partially offset by a $6.7 million increase in personnel related costs as well as a $0.6 million $0.8 million increase in software costs.

Sales and marketing

Sales and marketing expenses were $53.0 million $46.0 million for the three months ended June 30, 2024 September 30, 2024 compared to $47.8 million $51.0 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $5.0 million, or 10%. The decrease is primarily due to a $3.0 million decrease in marketing expenses as well as a $2.0 million decrease in stock-based compensation expenses. The decrease was also due to a $0.5 million decrease in personnel related costs including sales commissions. The decrease was partially offset by a $0.8 million increase in third party commissions.

Sales and marketing expenses were $148.6 million for the nine months ended September 30, 2024 compared to $143.1 million for the nine months ended September 30, 2023, an increase of $5.2 million $5.5 million, or 11% 4%. The increase is primarily due to a $7.5 million $11.0 million increase in personnel related costs including sales commissions and a $0.5 million $2.1 million increase in third party commissions, commissions. These increases were partially offset by a $2.8 million $3.0 million decrease in stock-based compensation expenses.

Sales and expenses, a $2.9 million decrease in marketing expenses, were $102.6 million for the six months ended June 30, 2024 compared to $92.1 million for the six months ended June 30, 2023, an increase of $10.5 million, or 11%. The increase is primarily due to a $11.5 million $0.8 million decrease in amortization expense as well as a $0.5 million increase in personnel related costs including sales commissions and a $1.3 million increase in third party commissions, partially offset by a $1.7 million decrease in stock-based compensation expenses. capitalized cloud computing costs.

General and administrative

General and administrative costs were $28.4 million $27.2 million for the three months ended June 30, 2024 September 30, 2024 compared to $28.8 million $30.0 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $0.4 million $2.8 million, or 1% 9%. The decrease was primarily due to a $3.0 million $3.1 million decrease in stock-based compensation expenses a $0.6 million decrease in professional fees, and as well as a $0.4 million decrease in insurance expense, capitalized cloud computing costs. The decrease was partially offset by a $3.4 million sales tax refund received $0.8 million increase in the prior year. bad debt expense.

General and administrative costs were $60.1 million $87.2 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $54.7 million $84.7 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $5.4 million $2.5 million, or 10% 3%. The increase was primarily due to a $3.4 million $3.6 million sales tax refund received in the prior year, a $1.9 million $2.0 million increase in personnel related costs, a $0.5 million $1.1 million increase in bad debt expense, as well as a $0.3 million increase in travel and entertainment expenses as well as a $0.5 million increase in stock-based compensation expenses. The increase was partially offset by a $0.7 million $2.5 million decrease in stock-based compensation expenses, a $1.1 million decrease in professional fees, a $0.8 million decrease in insurance related costs expense as well as a $0.7 million decrease $0.5 million increase in professional service fees. capitalized cloud computing costs.

Impairment expense

During the three and six months ended June 30, 2024 September 30, 2024, the Company we recognized an impairment charge of $3.1 million. The $0.6 million related to a write-off of certain equipment. During the nine months ended September 30, 2024, we recognized an impairment expense relates charge of $3.7 million related to non-recurring write-off charges for an abandoned of certain equipment, internal-use software project as well as right-of-use assets asset.

During the three and nine months ended September 30, 2023, we recognized an impairment charge of $4.3 million, of which $3.0 million related to property and equipment, net and $1.3 million related to advance payments for the purchase of property and equipment. The write-off was primarily related to excess computer and networking equipment including software we no longer need. expect to not be used.

Restructuring charges

During the three and nine months ended September 30, 2024, in an effort to streamline its organization, we initiated a restructuring plan to reduce expenses including a reduction of our workforce. In connection with this plan, we incurred charges of $9.7 million primarily consisting of employee-related severance and termination benefits. There were no impairments during the three and six months ended June 30, 2023. restructuring activities in 2023.

Net Gain on Extinguishment of Debt

	Three months ended June 30,	Six months ended June 30,
	Three months ended September 30,	Nine months ended September 30,

	2024	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023
(in thousands)												
Net gain on extinguishment of debt												
Net gain on extinguishment of debt												
Net gain on extinguishment of debt	$—	$	$ 36,760	(100)	(100)%	$—	$	$36,760	(100)	(100)%	$—	$ $— — —% $ — $ $ 36,760 (100) (100)%

We recognized a net gain on extinguishment of debt of $36.8 million $36.8 million for both the three and six nine months ended June 30, 2023 September 30, 2023 relating to our repurchase in May 2023 of approximately $236.4 million aggregate principal amount of our outstanding 0% convertible senior unsecured notes due in 2026 at a discount for an aggregate cash repurchase price of approximately $195.7 million. $195.7

million. We did not recognize a net gain on extinguishment of debt for the three and six months ended June 30, 2024 September 30, 2023, nor for the three and nine months ended September 30, 2024.

Other Income and Expense

Interest income

	Three months ended June 30,			Six months ended June 30,		
	Three months ended September 30,			Nine months ended September 30,		
	2024	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023
(in thousands)												
Interest income												
Interest income												
Interest income	$3,937	$ $	4,508	(13)	(13)%	$7,785	$	$8,694	(10)	(10)%	$3,819	$ $4,908 (22) (22)% $ 11,604 $ $ 13,602 (15) (1

Interest income was $3.9 million $3.8 million for the three months ended June 30, 2024 September 30, 2024 compared to $4.5 million $4.9 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $0.6 million $1.1 million, or 13% 22%. This decrease is due to a decrease in the investment portfolio.

Interest income was $3.9 million $11.6 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $8.7 million $13.6 million for the six nine months ended June 30, 2023 September 30, 2023, a decrease of $0.9 million $2.0 million, or 10% 15%. This decrease is due to a decrease in the investment portfolio.

Interest expense

	Three months ended June 30,			Six months ended June 30,		
	Three months ended September 30,			Nine months ended September 30,		
	2024	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023	Ch
(in thousands)													
Interest expense													
Interest expense													

Interest expense	$464	$ $	1,232	(62)	(62)%	$1,043	$	$2,445	(57)	(57)%	$473	$ $862	(45)	(45)%	$	1,516	$ $	3,307	(54)	(54)%

Interest expense was $0.5 million for the three months ended June 30, 2024 September 30, 2024 compared to $1.2 million $0.9 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $0.7 million $0.4 million, or 62% 45%. Interest expense decreased primarily due to the repurchases that occurred during the year ended December 31, 2023, which reduced the principal amount of our Notes (as defined below), thereby reducing debt discount and issuance cost amortization.

Interest expense was $1.0 million $1.5 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $2.4 million $3.3 million for the six nine months ended June 30, 2023 September 30, 2023, a decrease of $1.4 million $1.8 million, or 57% 54%. Interest expense decreased primarily due to the repurchases that occurred during the year ended December 31, 2023, which reduced the principal amount of our Notes (as defined below), thereby reducing debt discount and issuance cost amortization.

Other income (expense), net

	Three months ended June 30,			Six months ended June 30,								
	Three months ended September 30,			Nine months ended September 30,								
	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change
	(in thousands)											
Other income (expense), net												
Other income (expense), net												
Other income (expense), net	$ 193	$ (803)	(124)%	$ 104	$ (1,053)	(110)%						
Other expense, net												
Other expense, net												
Other expense, net	$ (317)	$ (16)	1881 %	$ (213)	$ (1,069)	(80)%						

Other income expense was $0.2 million $0.3 million for the three months ended June 30, 2024 September 30, 2024 compared to other expense of $0.8 million less than $0.1 million for the three months ended June 30, 2023 September 30, 2023, an increase of $1.0 million, or 124% $0.3 million. The change was mainly driven by our foreign currency transaction gains and losses between the periods.

Other income expense was $0.1 million $0.2 million for the six nine months ended June 30, 2024 September 30, 2024 compared to other expense of $1.1 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $1.2 million $0.9 million, or 110% 80%. The change was mainly driven by our foreign currency transaction gains and losses between the periods.

Income Taxes

	Three months ended June 30,			Six months ended June 30,								
	Three months ended September 30,			Nine months ended September 30,								
	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change	2024	2023	% Change
	(in thousands)											
Income tax expense												
Income tax expense												
Income tax expense	$ 661	$ 110	501 %	$ 1,008	$ 245	311 %						
Income tax expense (benefit)												
Income tax expense (benefit)												
Income tax expense (benefit)	$ 455	$ (1)	(45600)%	$ 1,463	$ 244	500 %						

Income tax expense was $0.7 million $0.5 million for the three months ended June 30, 2024 September 30, 2024 compared to $0.1 million income tax benefit of less than $0.1 million for the three months ended June 30, 2023 September 30, 2023, an increase of $0.6 million, or 501% $0.5 million. The Company continues to maintain a full valuation allowance in the U.S. and the tax expense for the periods were primarily due to foreign tax expense.

Income tax expense was $1.0 million $1.5 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $0.2 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $0.8 million, or 311% $1.3 million. The Company continues to maintain a full valuation allowance in the U.S. and the tax expense for the periods were primarily due to foreign tax expense.

Liquidity and Capital Resources

As of June 30, 2024 September 30, 2024, we had cash, cash equivalents, and marketable securities and restricted cash totaling $311.8 million $308.2 million. Our cash, cash equivalents, and marketable securities primarily consisted of bank deposits, money market funds, investment-grade commercial paper, corporate notes and bonds, U.S. treasury securities, municipal securities, foreign government and supranational securities and asset-backed securities held at major financial institutions. As of June 30, 2024 September 30, 2024, we did not have any marketable securities classified as non-current.

To date, we have financed our operations primarily through equity issuances, payments received from customers, the net proceeds we received through sales of our debt securities, and proceeds from our convertible notes. Our principal uses of cash in the near term have primarily been around funding our operations, our capital expenditures, business acquisitions, investments and fulfilling our debt and contractual commitments. We have also entered into longer term commitments to support our operations, including arrangements to directly lease and operate our infrastructure assets and colocation facilities. We have not entered into any off-balance sheet arrangements and do not have any holdings in variable interest entities.

We believe that our cash and cash equivalents balances, available borrowing capacity under our credit facility, and the cash flows generated by our operations, net of the cash outflows used in our operations, will be sufficient to satisfy our anticipated cash needs for working capital and capital expenditures for at least the next 12 months. We have generated losses from operations in the past and expect to continue to incur operating losses for the foreseeable future due to the investments and strategic initiatives we intend to make to grow our business. Our uses of cash beyond the next 12 months will depend on many factors, including the general economic environment in which we operate and our ability to generate cash flow from operations, which are uncertain. We may also use our cash to buy back any outstanding debt on our convertible notes or on any future equity issuances.

Senior Secured Credit Facilities Agreement

On February 16, 2021, we entered into a Senior Secured Credit Facilities Agreement ("Credit Agreement") with the lenders from time to time party thereto (the "Lenders") and Silicon Valley Bank, as a lender and as administrative agent and collateral agent for the Lenders for an aggregate commitment amount of $100.0 million, with a maturity date of February 16, 2024. The Credit Agreement originally bore interest at a rate per annum equal to the sum of LIBOR for the applicable interest period plus 1.75% to 2.00%, depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement. On June 28, 2023, we entered into the First Amendment to Credit Agreement with the Lenders and First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as a lender and as administrative agent and collateral agent for the Lenders, which, among other things, amended the interest rate provisions of the Credit Agreement to replace LIBOR with the Secured Overnight Finance Rate ("SOFR") as the interest rate benchmark. On February 16, 2024, we entered into the Second Amendment to Credit Agreement with the Lenders and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, as a lender and as administrative agent and collateral agent for the Lenders, which, among other things, extended the maturity date of the loans under the Credit Agreement to June 14, 2024. On April 30, 2024, we entered into the Third Amendment to Credit Agreement with the Lenders and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, as a lender and as administrative agent and collateral agent for the Lenders, which, among other things, extended the maturity date of the loans under the Credit Agreement to April 30, 2027 and decreased the commitment amount from $100.0 million to $60.0 million, including a $10.0 million sublimit for the issuance of letters of credit, and a swingline subfacility of up to $20.0 million. As amended, the revolving loans bear interest, at the Company's election, at an annual rate based on SOFR or a base rate. Loans based on SOFR bear interest at a rate per annum equal to SOFR, plus an adjustment of 0.10%, plus 1.75% to 2.00%, depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement. Loans based on the base rate bear interest at a rate per annual equal to the base rate plus 0.75% to 1.00%, depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement.

Interest payments on outstanding borrowings are due on the last day of each interest period. The Credit Agreement has a commitment fee on the unused portion of the borrowing commitment, which is payable on the last day of each calendar quarter at a rate per annum of 0.20% to 0.25% depending on the average daily outstanding balance of all loans and letters of credit under the Credit Agreement. The Credit Agreement contains a financial covenant that requires us to maintain a consolidated adjusted quick ratio of at least 1:25 to 1:00 tested on a quarterly basis as well as a springing revenue growth covenant for certain periods if our consolidated adjusted quick ratio falls below 1.75 to 1:00 on the last day of any fiscal quarter. As of June 30, 2024 September 30, 2024, we were in compliance with these covenants and we expect to continue to be in compliance for at least the next 12 months. During the six nine months ended June 30, 2024 September 30, 2024 and 2023, no amounts were drawn down on the Credit Agreement.

Convertible Senior Notes

In March 2021, we issued approximately $948.8 million aggregate principal amount of 0% convertible senior unsecured notes due in 2026 (the "Notes") in a private placement to qualified institutional buyers pursuant to Rule144A under the Securities Act.

On May 25, 2022, the Company entered into separate, privately negotiated transactions with certain holders of the Notes to repurchase (the "Repurchases") $235.0 million aggregate principal amount of the Notes for an aggregate cash repurchase price of $176.4 million and aggregate transaction costs of $0.7 million.

During the year ended December 31, 2023, the Company entered into several separate privately negotiated transactions with certain holders of the Notes to repurchase $367.3 million aggregate principal amount of the Notes for an aggregate cash repurchase price of $309.1 million and aggregate transaction costs of $2.0 million.

The remaining Notes will mature on March 15, 2026, unless earlier converted, redeemed or repurchased.

Cash Flows

The following table summarizes our cash flows for the period indicated:

	Six months ended June 30,			Nine months ended September 30,	
	2024	2024	2023	2024	2023
		(in thousands)			
Net cash provided by operating activities					
Net cash provided by investing activities					
Net cash used in financing activities					

Cash Flows from Operating Activities

For the six nine months ended June 30, 2024 September 30, 2024, cash provided by operating activities was $6.2 million $11.2 million, consisting primarily of our net loss of $87.2 million $125.2 million, adjusted for non-cash items of $118.2 million $174.1 million, and net cash flows used in operating assets and liabilities of $24.8 million $37.8 million. The main drivers of the changes in operating assets and liabilities were a $12.0 19.3 million decrease in of operating lease liabilities, payments, a $6.8 million $4.1 million decrease in accrued expenses due to timing of payments, a $5.0 million $7.7 million decrease in other assets, a $1.2 million $4.9 million decrease in other liabilities as well as a $4.8 million $7.4 million decrease in prepaid expenses and other current assets. This was offset by a $4.5 million increase in accounts payable due to timing of payments as well as a net increase of accounts receivable of $5.3 million $1.3 million, primarily due to the growth of our business and the timing of cash receipts from our customers.

For the six nine months ended June 30, 2023 September 30, 2023, cash used in provided by operating activities was $16.1 million $7.7 million, consisting primarily of our net loss of $55.4 million $109.7 million, adjusted for non-cash items of $86.4 million $154.9 million, and net cash flows used in operating assets and liabilities of $14.9 million $37.5 million. The main drivers of the changes in operating assets and liabilities were an increase in other long-term assets of $12.0 million $16.3 million primarily due to an increase in capitalized commissions and an commissions. The increase of $1.2 million in accrued expenses and other liabilities due to timing of payments and release of accrued bonus. We also had $12.4 million of operating lease payments. This was offset further driven by a net increase in accounts receivable of $10.2 million $10.4 million, primarily due to the growth of our business and the timing of cash receipts from our customers. We also had $16.9 million of operating lease payments.

Cash Flows from Investing Activities

For the six nine months ended June 30, 2024 September 30, 2024, cash provided by investing activities was $41.7 million $108.0 million, primarily consisting of $176.7 million $289.7 million of maturities and sales of marketable securities. The cash inflow was partially offset by $117.2 million $155.1 million purchases of marketable securities, $13.7 million $20.5 million of additions to capitalized internal-use software, and $3.4 million $5.4 million of payments related to purchases of property and equipment to expand our network. network and $0.8 million related to advance purchases of property and equipment.

For the six nine months ended June 30, 2023 September 30, 2023, cash provided by investing activities was $324.5 million $332.2 million, primarily consisting of $342.9 million $428.9 million of maturities and sales of marketable securities, offset by $10.4 million $15.4 million of additions to capitalized internal-use software and $8.0 million $8.3 million of payments related to purchases of property and equipment to expand our network.

Cash Flows from Financing Activities

For the six nine months ended June 30, 2024 September 30, 2024, cash used in financing activities was $8.7 million $9.8 million, primarily consisting of $9.1 million $12.4 million of finance lease payments as well as a $3.8 million payment of deferred consideration for business acquisition. The cash outflow was partially offset by inflow of $3.9 million $6.1 million in proceeds from the employee stock purchase plan (“ESPP”) and $0.3 million in proceeds from stock option exercises by our employees.

For the six nine months ended June 30, 2023 September 30, 2023, cash used in financing activities was $210.9 million $213.6 million, primarily consisting of $196.9 million used for the debt extinguishment, $15.2 million $21.2 million of finance lease payments and $4.4 million of deferred consideration payment for prior acquisitions .This decrease acquisitions. The cash outflow was partially offset by $0.9 million inflow of $2.0 million in proceeds from stock option exercises by our employees and $4.8 million $7.0 million in proceeds from the employee stock purchase plan (“ESPP”).

Contractual Obligations and Other Commitments

Our principal commitments consist of obligations under operating and finance leases, purchase obligations for capital expenditures, purchase obligations for contracts with our cloud infrastructure providers, network service providers, and other vendors, and outstanding debt. There have not been any material changes in our contractual obligations and commitments from our most recently filed Annual Report on Form 10-K for the fiscal year ended December 31, 2023, except for those described under Note 6, Note 8, and Note 9 of our unaudited condensed consolidated financial statements included in Part I, Item 1 of this Form 10-Q.

Critical Accounting Estimates

We prepare our condensed consolidated financial statements in accordance with GAAP. The preparation of our condensed consolidated financial statements requires us to make estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, revenue, costs, expenses, and related disclosures. Actual results and outcomes could differ significantly from our estimates, judgments, and assumptions. To the extent that there are material differences between these estimates and actual results, our future financial statement presentation, financial condition, results of operations, and cash flows will be affected.

Except for goodwill impairment below, there have been no material changes to our critical accounting estimates disclosure as compared to the critical accounting estimates disclosed in “Management’s Discussion and Analysis – Critical Accounting Estimates” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Goodwill Impairment

Goodwill represents the excess of the purchase price of an acquired business over the fair value of the net tangible and identifiable intangible assets acquired. The carrying amount of goodwill is reviewed for impairment at least annually, in the fourth quarter, or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. We have a single operating segment and reporting unit structure for all of the periods presented. To test for goodwill impairment, we compare the carrying value of our reporting unit with its fair value. If the carrying value of the goodwill is considered impaired, a loss is measured as the excess of the reporting unit’s carrying value over the fair value.

During the quarter nine months ended June 30, 2024 September 30, 2024, we identified certain triggering events, including a sustained decrease in our stock price and market capitalization, that led us to assess the capitalization. As of June 30, 2024, we performed a fair value assessment of our one single reporting unit as of June 30, 2024. We performed the valuation by using a combination of income and market approaches and concluded that the estimated fair value of our single reporting unit still substantially exceeded its carrying value. As of September 30, 2024, we performed a qualitative assessment and concluded it is not more likely than not that the fair value of our one single reporting unit is less than its carrying amount.

Certain critical assumptions used to estimate the fair value of our reporting unit, including management's forecasted revenue growth, gross and operating margins and cost of capital, are based on management's best estimate about our current and future conditions. These estimates are inherently uncertain and can be affected by numerous factors, including changes in economic, industry or market conditions, changes in business operations, a loss of significant customer revenues or changes in competition. If our stock price were to trade below book value per share for an extended period of time or we experience adverse effects of a continued downward trend in the overall economic environment, changes in the business itself, including changes in projected earnings and cash flows, we may have to recognize an impairment of all or some portion of our goodwill in subsequent periods.

Recent Accounting Pronouncements

See Note 2 — Summary of Significant Accounting Policies of our unaudited condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to certain market risks in the ordinary course of our business. These risks primarily include interest rate and currency exchange risks as follows:

Interest Rate Risk

We had cash, cash equivalents, and marketable securities of $311.8 million $308.2 million as of June 30, 2024 September 30, 2024, which primarily consisted of bank deposits, money market funds, investment-grade commercial paper, corporate notes and bonds, U.S. treasury securities, foreign government and supranational securities and asset-backed securities held at major financial institutions. The cash and cash equivalents are held for working capital purposes. The restricted cash is held as cash collateral in connection with our existing lease arrangements. Notwithstanding the recent fluctuations in interest rates, the increase in interest income has not been significant. The primary objective of our investment activities is to preserve principal while generating income without significantly increasing risk. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. Due to the short-term nature of our investments, we have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in interest rates. A hypothetical 10% change in interest rates during the period presented would not have had a material impact on our consolidated financial statements.

Currency Exchange Risks

The functional currency of our foreign subsidiaries is the U.S. dollar. Therefore, we are exposed to foreign exchange rate fluctuations as we convert the financial statements of our foreign subsidiaries into U.S. dollars. Our foreign subsidiaries remeasure monetary assets and liabilities at period-end exchange rates, while non-monetary items are remeasured at historical rates. Revenue and expense accounts are remeasured at the average exchange rate in effect during the period. If there is a change in foreign currency exchange rates, the conversion of our foreign subsidiaries' financial statements into U.S. dollars would result in a realized gain or loss which is recorded in our consolidated statements of operations. We do not currently engage in any hedging activity to reduce our potential exposure to currency fluctuations, although we may choose to do so in the future. A hypothetical 10% change in foreign exchange rates during the period presented would not have had a material impact on our consolidated financial statements.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that as of June 30, 2024 September 30, 2024, our disclosure controls and procedures were, in design and operation, effective at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Quarterly Report on Form 10-Q that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

An effective internal control system, no matter how well designed, has inherent limitations, including the possibility of human error or overriding of controls, and therefore can provide only reasonable assurance with respect to reliable financial

reporting. Because of its inherent limitations, our internal control over financial reporting may not prevent or detect all

misstatements, including the possibility of human error, the circumvention or overriding of controls, or fraud. Effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

The information set forth under “Legal Matters” in Note 9 to our unaudited condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q is incorporated herein by reference.

In addition, from time to time, the Company may be subject to legal proceedings and claims arising from the normal course of business, and an unfavorable resolution of any of these matters could materially affect our future results of operations, cash flows, or financial position.

Item 1A. Risk Factors

Investing in our Class A common stock involves a high degree of risk. Investors should carefully consider the risks and uncertainties described below, together with all of the other information contained in this Quarterly Report on Form 10-Q, including the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our unaudited condensed consolidated financial statements and related notes, before deciding to invest in our Class A common stock. Unless otherwise indicated, references to our business being harmed in these risk factors will include harm to our business, reputation, customer growth, results of operations, financial condition, or prospects. Any of these events could cause the trading price of our Class A common stock to decline, which would cause our stockholders to lose all or part of their investment. Our business, results of operations, financial condition, or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material.

We have marked with an asterisk (*) those risks described below that reflect substantive changes from, or additions to, the risks described in our Annual Report on Form 10-K for the year ended December 31, 2023.

Select Risk Factors Affecting Our Business

Our business is subject to a number of risks and uncertainties, including those risks discussed at length below. These risks include, among others, the following:

- If our platform fails to perform properly due to defects, interruptions, outages, delays in performance, or similar problems, and if we fail to develop enhancements to resolve any defect, interruption, delay, or other problems, we could lose customers, become subject to service performance or warranty claims or incur significant costs.
- If we are unable to attract new customers, in particular, enterprise customers, and to have existing enterprise customers continue and increase their use of our platform, our business will likely be harmed.
- We receive a substantial portion of our revenues from a limited number of customers from a limited number of industries, and the loss of, or a significant reduction in usage by, one or more of our major customers would result in lower revenues and could harm our business.*
- Component delays, shortages or price increases could interrupt our ability to complete the construction of our servers to meet the usage needs of our customers. Our operating results could be materially harmed if we are unable to adequately manage our server needs.
- Our limited operating history and our history of operating losses makes it difficult to evaluate our current business and prospects and may increase the risks associated with your investment.
- If our information technology systems or data, or those of third parties upon which we rely, are compromised now, or in the future, or the security, confidentiality, integrity or availability of our information technology, software, services, networks, communications or data is compromised, limited or fails, our business could experience materially adverse consequences, including but not limited to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, loss of revenue or profits, loss of customers or sales, reputational harm, and other adverse consequences.
- If we fail to efficiently develop and sell new products and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, and changing customer needs, requirements, or preferences, our products may become less competitive.
- If we fail to forecast our revenue accurately, or if we fail to manage our expenditures, our operating results could be adversely affected.*
- Failure to effectively develop and expand our marketing and sales capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our platform.
- The markets in which we participate are competitive, and if we do not compete effectively, our business will be harmed.
- If we fail to maintain and enhance our brand, our ability to expand our customer base will be impaired and our business, results of operations and financial condition may suffer.
- Acquisitions, strategic investments, partnerships, or alliances could be difficult to identify and integrate, divert the attention of management, disrupt our business, and dilute stockholder value.

- The failure to attract and retain qualified personnel could prevent us from executing our business strategy.
- We rely on the performance of highly skilled personnel, including our senior management and other key employees, and the loss or transition of one or more of such personnel, or of a significant number of our team members, could harm our business.
- We are, and may in the future be, involved in class-action lawsuits and other litigation matters that are expensive and time-consuming. If resolved adversely, lawsuits and other litigation matters could seriously harm our business.*
- If our estimates or judgments relating to our critical accounting estimates prove to be incorrect or impaired, our results of operations could be adversely affected.*
- Our stock price may be volatile, and the value of our Class A common stock may decline.

Risks Related to Our Business, Industry and Technology

If our platform fails to perform properly due to defects, interruptions, outages, delays in performance, or similar problems, and if we fail to develop enhancements to resolve any defect, interruption, delay, or other problems, we could lose customers, become subject to service performance or warranty claims, or incur significant costs.

Our operations are dependent upon our ability to prevent system interruption. The applications underlying our edge cloud computing platform are inherently complex and may contain material defects or errors, which may cause disruptions in availability or other performance problems. We have from time to time found defects and errors in our platform and may discover additional defects or errors in the future that could result in data unavailability, unauthorized access to, loss, corruption, or other harm to our customers' data. These defects or errors could also be found in third-party applications or open source software on which we rely. We may not be able to detect and correct defects or errors before implementing our products. Consequently, we or our customers may discover defects or errors after our products have been deployed.

We currently serve our customers from our POPs located around the world. Our customers need to be able to access our platform at any time, without interruption or degradation of performance. However, we have not developed redundancies for all aspects of our platform. We depend, in part, on our third-party facility providers' ability to protect these facilities against damage or interruption from natural disasters, power or telecommunications failures, criminal acts, armed conflict, public health issues, such as a pandemic or epidemic, and similar events. In some cases, third-party cloud providers run their own platforms that we access, and are, therefore, vulnerable to their service interruptions. In the event that there are any defects or errors in software, failures of hardware, damages to a facility, or misconfigurations of any of our services, we may have to divert resources away from other planned work, could experience lengthy interruptions in our platform, and also incur delays and additional expenses in arranging new facilities and services. Our customers may choose to divert their traffic away from our platform as a result of interruptions or delays. Disaster recovery arrangements, including the existence of redundant data centers that are designed to become active during certain lapses of service, may not function as intended, and any disruptions to our service could harm our business.

We design our system infrastructure and procure and own or lease the computer hardware used for our platform. Design and mechanical errors, spikes in usage volume, and failure to follow system protocols and procedures could cause our systems to fail, resulting in interruptions on our platform. Moreover, we have experienced and may in the future experience system failures or interruptions in our platform as a result of human error. These outages have resulted and may in the future result in service level agreement claims. Any interruptions or delays in our platform, whether caused by our products or our data centers, third-party error, our own error, natural disasters, the effects of climate change (such as drought, flooding, wildfires, increased storm severity, and sea level rise), security breaches, or whether accidental or willful, could harm our relationships with customers, reduce customers' usage of our platform, cause our revenue to decrease and our expenses to increase, and divert resources away from product development. Also, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. These factors in turn could further reduce our revenue, subject us to liability and cause us to issue service credits or cause customers to fail to renew their customer contracts, any of which could harm our business.

The occurrence of any defects, errors, disruptions in service, failures involving redundant data centers, or other performance problems, interruptions, or delays with our platform, whether in connection with the day-to-day operations or otherwise, could result in:

- loss of customers;
- reduced customer usage of our platforms;
- lost or delayed market acceptance and sales of our products, or the failure to launch products or features on anticipated timelines;
- delays in payment to us by our customers;
- injury to our reputation and brand;
- governmental inquiry or oversight;
- legal claims, including warranty and service level agreement claims, against us; or
- diversion of our resources, including through increased service and warranty expenses or financial concessions, and increased insurance costs.

The costs incurred in correcting any material defects, errors, or other performance problems in our platform may be substantial and could harm our business.

If we are unable to attract new customers, in particular, enterprise customers, and to have existing enterprise customers continue and increase their use of our platform, our business will likely be harmed.

To grow our business, we must continue to attract new customers, in particular, enterprise customers, and generate revenue from those new customers. To do so, we must successfully convince potential customers of the benefits and the value of our platform. This may require significant and costly sales efforts that are targeted at larger enterprises and senior management of these potential customers. Sales to enterprise customers may involve longer sales cycles as a result of customers requiring considerable time to evaluate our platform, requiring participation in a competitive purchasing process, having more formal processes for approval of purchases, and more complex requirements. These factors significantly impact our ability to add new customers and increase the time, resources, and sophistication required to do so. In addition, numerous other factors, some of which are out of our control, may now or in the future impact our ability to acquire new customers, including potential customers' commitments to other providers, real or perceived costs of switching to our platform, our failure to expand, retain,

and motivate our sales and marketing personnel, our failure to develop or expand relationships with potential customers and channel partners, failure by us to help our customers to successfully deploy our platform, negative media or industry or financial analyst commentary regarding us or our solutions, litigation, and deteriorating general economic conditions. If we fail to attract new customers, particularly enterprise customers, as a result of these and other factors our business will likely be harmed.

In addition, our ability to grow and generate incremental revenue depends on our ability to maintain and grow our relationships with our existing enterprise customers so that they continue and increase their usage of our platform. If these customers do not maintain and increase their usage of our platform, our revenue may decline and our results of operations will likely be harmed.

For some of our products, we charge our customers based on the usage of our platform. Most of our customers, including some of our largest enterprise customers, do not have long-term contractual financial commitments to us. In addition, most of our current customer contracts are only one year in duration and these customers may not use our platform in a subsequent year. In order for us to maintain or improve our results of operations, it is important that our customers, in particular, our enterprise customers, use our platform in excess of their commitment levels, if any, and continue to use our platform on the same or more favorable terms. Our ability to retain our largest customers and expand their usage could be impaired for a variety of reasons, including customer budget constraints, customer satisfaction, changes in our customers' underlying businesses, changes in the type and size of our customers, pricing changes, competitive conditions (including customers building their own CDNs), the acquisition of our customers by other companies, governmental actions, or the possibility thereof, and general economic conditions. Because many of our largest customers' minimum usage commitments for our platform are relatively low compared to their expected usage, it can be easy for certain customers to quickly reallocate usage or switch from our platform to an alternative platform altogether. In addition, they may reduce or cease their use of our products at any time without penalty or termination charges, even after they have expanded usage in prior periods.

We base our decisions about expense levels and investments on estimates of our future revenue and anticipated rate of growth. Many of our expenses are fixed cost in nature for some minimum amount of time, such as colocation and bandwidth, so if we do experience slower usage growth on our platform it may not be possible to reduce costs in a timely manner or without the payment of fees to exit certain obligations early. If any of these events were to occur, our business may be harmed.

In addition, many of our customers have negotiated and may continue to negotiate lower rates in exchange for an agreement to renew, expand their usage in the future, or adopt new products. As a result, in certain cases, even though customers have not reduced their usage of our platform, the revenue we derive from that usage has decreased. If our platform usage or revenue fall significantly below the expectations of the public market, securities analysts, or investors, our business would be harmed, which could cause our stock price to decline.

Our future success also depends in part on our ability to expand our existing customer relationships, in particular, with enterprise customers, by increasing their usage of our platform, selling them additional products and upgrading their existing products. The rate at which our customers increase their usage of our platform and purchase products from us depends on a number of factors, including our ability to grow our platform and maintain the security and availability of it, develop and deliver new features and products, maintain customer satisfaction, general economic conditions and pricing and services offered by our competitors. If our efforts to increase usage of our platform by, or sell new and additional products to, our enterprise customers are not successful, our business would be harmed. In addition, even if our largest customers increase their usage of our platform, we cannot guarantee that they will maintain those usage levels for any meaningful period of time. In addition, because many of our products endeavor to deliver increased efficiency and functionality, the successful sale of a new or additional product to an existing customer could result in a reduction of the customer's overall usage of our platform.

We receive a substantial portion of our revenues from a limited number of customers from a limited number of industries, and the loss of, or a significant reduction in usage by, one or more of our major customers would result in lower revenues and could harm our business.*

Our future success is dependent on establishing and maintaining successful relationships with a diverse set of customers. We currently receive a substantial portion of our revenues from a limited number of customers and from a limited number of industries, such as media and entertainment. Our 10 largest customers generated an aggregate of 37% 35% and 36% 37% of our revenue in the trailing 12 months ended June 30, 2024 September 30, 2024 and 2023, respectively. Affiliated customers that are business units of a single company in the streaming entertainment space generated an aggregate of 12% and 11% of our revenue in both the trailing 12 months ended June 30, 2024 September 30, 2024 and 2023, respectively. 2023. In addition, one of our largest customers during the three and six nine months ended June 30, 2024 September 30, 2024 operates in and has strong business ties to China. China and we cannot be certain how their traffic levels may be impacted by applicable laws or regulations in the current environment of economic trade negotiations and tensions between the Chinese and the United States governments. It is likely that we will continue to be dependent upon a limited number of customers for a significant portion of our revenues for the foreseeable future and, in some cases, the portion of our revenues attributable to individual customers may increase in the future. In addition, changes to our customers' business may contribute to further customer concentration, including any impact from acquisition activities, internal business reorganizations leading to operational and decision making changes, and corporate structure changes such as subsidiary consolidation and reorganization that may arise in the future. The loss of one or more key customers or a reduction in usage by any major customers would reduce our revenues. If we fail to maintain existing customers or develop relationships with new customers and across different industries, our business would be harmed.

Component delays, shortages or price increases could interrupt our ability to complete the construction of our servers to meet the usage needs of our customers. Our operating results could be materially harmed if we are unable to adequately manage our server needs.

Our business depends on the timely supply of certain parts and components to construct our servers. We rely on a limited number of suppliers for several components of the equipment we use to operate our network and provide products to our customers. Our reliance on these suppliers exposes us to risks including reduced control over production costs and constraints based on the then current availability, terms, and pricing of these components, including pricing changes as a result of inflationary pressures. The COVID-19 pandemic caused disruptions and delays for these components and the delivery and installation of such components at our colocation facilities, in addition to pricing increases. If our supply of certain components is further disrupted or delayed, there can be no assurance that we will be able to obtain adequate replacements for the existing components or that supplies will be available on terms and prices that are favorable to us, if at all. Any disruption or delay in the supply of our hardware components has in the past and may in the future limit capacity expansion or replacement of defective or obsolete equipment, or cause other constraints on our operations that could damage our customer relationships and harm our business.

To ensure adequate supply of parts and components, we must forecast server needs and expenses and place orders sufficiently in advance with our suppliers based on estimates of future demand for network capacity. As we continue to experience growth, we may face challenges managing adequate server capacity due to potential component delays, shortages, price increases, hardware efficiencies gained through internal development, or any potential changes in server architecture including due to technological advances or obsolescence. We may incur charges in future periods related to server management or incorrectly forecast our network capacity needs in future periods. If we have excess server capacity, we have in the past needed to, and may in the future need to, write-down or write-off server assets, which may materially harm our operating results. For example, in the year ended December 31, 2023, we recognized computer and networking equipment related write-off charges of $4.3 million. Conversely, if we underestimate network capacity needs, we may in future periods be unable to meet demand and be required to incur higher costs to secure necessary parts and components of our servers, which could adversely affect our customer relationships and harm our business.

Our limited operating history and our history of operating losses makes it difficult to evaluate our current business and prospects and may increase the risks associated with your investment.

We were founded in 2011 and have experienced net losses and negative cash flows from operations since inception. Our limited operating history makes it difficult to evaluate our current business and our future prospects, including our ability to plan for and model future growth. We have encountered and will continue to encounter risks and difficulties frequently experienced by growth companies in constantly evolving industries, including companies in the technology sector, including the risks described in this report. If we do not address these risks successfully, our business may be harmed.

We generated a net loss of $43.7 million $38.0 million and $86.1 million $123.7 million for the three and six nine months ended June 30, 2024 September 30, 2024, respectively, and as of June 30, 2024 September 30, 2024, we had an accumulated deficit of $921.9 million $959.9 million. We will need to generate and sustain increased revenue levels and manage costs in future periods in order to become profitable; even if we achieve profitability, we may not be able to maintain or increase our level of profitability. We intend to continue to expend significant funds to support further growth and further develop our platform, including expanding the functionality of our platform, expanding our technology infrastructure and business systems to meet the needs of our customers, expanding our direct sales force and partner ecosystem, increasing our marketing activities, and growing our international operations. We have in the past and will continue to face increased compliance costs associated with growth, expansion of our customer base, and the costs of being a public company. Our efforts to grow our business may be costlier than we expect, and we may not be able to increase our revenue enough to offset our increased operating expenses. We may incur significant losses in the future for a number of reasons, including the other risks described herein, and unforeseen expenses, difficulties, complications and delays, and other unknown events. If we are unable to achieve and sustain profitability, our business may be harmed.

Further, we have limited historical financial data and operate in a rapidly evolving market. As such, any predictions about our future revenue and expenses may not be as accurate as they would be if we had a longer operating history or operated in a more predictable market.

If our information technology systems or data, or those of third parties upon which we rely, are compromised now, or in the future, or the security, confidentiality, integrity or availability of our information technology, software, services, networks, communications or data is compromised, limited or fails, our business could experience materially adverse consequences, including but not limited to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, loss of revenue or profits, loss of customers or sales, reputational harm, and other adverse consequences.

Our business is dependent on providing our customers with fast, efficient, and reliable distribution of applications and content over the Internet. In the ordinary course of our business, we and the third parties upon which we rely, collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share, proprietary, confidential, and sensitive data, including personal information, intellectual property, trade secrets, and encryption keys, including our data and data of our customers, including their end-users (collectively, sensitive information). Maintaining the security and availability of our platform, network, and internal information technology systems and the security of information we hold on behalf of our customers is a critical issue for us and our customers, and we expend significant resources, and may need to fundamentally change our business activities and continue to modify our practices and operations, in an effort to protect against security incidents and to mitigate, detect, and remediate actual and potential vulnerabilities.

Cyber-attacks, malicious Internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information technology systems, and those of the third parties upon which we rely. Such threats are prevalent and continue to rise, are difficult to detect, and come from a variety of sources, including threat actors, “hacktivists,” personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors.

Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. We have in the past been subject to cyber-attacks from third parties, including parties who we believe are sponsored by government actors. Since our customers share our multi-tenant architecture, cyber-attacks on any one of our customers could have a negative effect on other customers. These attacks have in the past significantly increased the bandwidth used on our platform and have strained our network. During times of war and other major conflicts, we, the third parties upon which we rely, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell, and distribute our services.

We and the third parties upon which we rely are subject to a variety of evolving threats, including but not limited to social-engineering attacks (including through deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), malicious code , malware (including as a result of advanced persistent threat intrusions), denial-of-service attacks, account takeover attacks, credential harvesting, personnel misconduct or error, ransomware attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, attacks facilitated or enhanced by artificial intelligence (“AI”), loss of data or other information technology assets, adware, telecommunications failures, natural disasters, and other similar threats. For example, we have experienced DDoS attacks of significant size and severity that caused us to invest resources into improving our systems, and we expect to continue to be subject to DDoS and other forms of attacks in the future, particularly as they have become more prevalent in our industry. Similarly, we have been the target of phishing and social engineering schemes that may be designed to, among other things, improperly gain access to our confidential information or fraudulently obtain payments or funds from us. Further, we are not immune from the possibility of a malicious insider compromising our information systems and infrastructure or misappropriating our confidential information.

In particular, severe ransomware attacks are becoming increasingly prevalent, and can lead to significant interruptions in our operations, loss of sensitive data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments.

We are incorporated into the supply chain of a number of companies worldwide and, as a result, if our services are compromised, a significant number or, in some instances, all of our customers and their data could be simultaneously affected. The potential liability and associated consequences we could suffer as a result of such a large-scale event could be catastrophic and result in irreparable harm.

Future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities'

systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

We rely on third-party service providers and technologies to operate critical business systems to process sensitive information in a variety of contexts, including, without limitation, cloud-based infrastructure, data center facilities, encryption and authentication technology, content delivery to customers, and other functions. Like many other companies, our ability to monitor third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy and data security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award.

In addition, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties' infrastructure in our supply chain or our third-party partners' supply chains have not been compromised.

Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized , unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our sensitive information or our information technology systems, or those of the third parties upon whom we rely. A security incident or other interruption could disrupt our ability (and that of third parties upon whom we rely) to provide our platform, products and services.

In addition, as we expand our emphasis on selling security-related products, we may become a more attractive target for attacks on our infrastructure intended to destabilize, overwhelm, or shut down our platform. For example, we have had security incidents in the past that have tested the limits of our infrastructure and impacted the performance of our platform.

In addition to experiencing a security incident, third parties may gather, collect, or infer sensitive information about us from public sources, data brokers, or other means that reveals competitively sensitive details about our organization and could be used to undermine our competitive advantage or market position. Further, sensitive information of the Company or our customers could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies.

Certain privacy and data security obligations may require us to implement and maintain specific security measures or industry-standard or reasonable security measures to protect our information technology systems and sensitive information.

While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We take steps to detect and remediate vulnerabilities, but we may not be able to detect and remediate all vulnerabilities because the threats and techniques used to exploit the vulnerability change frequently and are often sophisticated in nature. Therefore, such vulnerabilities could be exploited but may not be detected until after a security incident has occurred. These vulnerabilities pose material risks to our business. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities.

Applicable privacy and data security obligations may require us to notify relevant stakeholders, including affected individuals, customers, regulators, and investors of security incidents. For example, SEC rules require disclosure on Form 8-K of the nature, scope and timing of any material cybersecurity incident and the reasonably likely impact of such incident. Compliance with such disclosure efforts is costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences. If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences, such as government enforcement actions (for example, investigations, fines penalties, audits, and inspections); additional reporting requirements and/or oversight, restrictions on processing sensitive information (including personal data); litigation (including class action claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; diversion of management attention; interruptions or degradation of performance in our services (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may cause customers to stop using our platform, products, and services, cause us to offer pricing and other concessions, deter new customers from using our platform, products, and services, and negatively impact our ability to grow and operate our business.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our privacy and data security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and data security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

If we fail to efficiently develop and sell new products and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, and changing customer needs, requirements, or preferences, our products may become less competitive.

The market in which we compete is relatively new and subject to rapid technological change, evolving industry standards and regulatory changes, as well as changing customer needs, requirements, and preferences. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes on a timely basis. If we are unable to develop and sell new products that satisfy and are adopted by our customers and provide enhancements, new features, and capabilities to our platform that keep pace with rapid technological and industry change, our revenue and operating results could be adversely affected. Further, some of our prospective customers may require custom development of features as part of their purchase decision, or our existing customers may require us to develop custom features. If we are unable to meet their requirements, they may look to our competitors or internal solutions that eliminate reliance on third-party providers, and our revenue and operating results could be adversely affected. Further, prioritizing such custom features can be difficult to adapt to other customers and may require significant engineering resources. If new technologies emerge that enable large Internet platform companies to utilize their own data centers and implement delivery approaches that limit or eliminate reliance on third-party providers like us, or that enable our competitors to deliver competitive products and applications at lower prices, more efficiently, more conveniently, or more securely, such technologies could adversely impact our ability to compete. If our platform does not allow us or our customers to comply with the latest regulatory requirements, our existing customers may decrease their usage on our platform and new customers will be less likely to adopt our platform.

Our platform must also integrate with a variety of network, hardware, mobile, and software platforms and technologies, and we need to continuously modify and enhance our products and platform capabilities to adapt to changes and innovation in these technologies. If developers widely adopt new software platforms, we would have to attempt to develop new versions of our products and enhance our platform's capabilities to work with those new platforms. These development efforts may require significant engineering, marketing, and sales resources, all of which would affect our business and operating results. Any failure of our platform's capabilities to operate effectively with future infrastructure platforms, technologies, and software platforms could reduce the demand for our platform. If we are unable to respond to these changes in a cost-effective manner, our products may become less marketable and less competitive or obsolete, and our business may be harmed.

Moreover, our platform is highly technical and complex. For example, our delivery products rely on knowledge of the Varnish Configuration Language ("VCL") to utilize many features of this platform. Potential developers may be unfamiliar or opposed to working with VCL and therefore decide to not adopt our platform, which may harm our business.

If we fail to forecast our revenue accurately, or if we fail to manage our expenditures, our operating results could be adversely affected.*

We cannot accurately predict customers' usage or renewal rates given the diversity of our customer base across industries, geographies and size, and ability of customers to allocate usage, among other factors. Accordingly, we may be unable to accurately forecast our revenues. Notwithstanding our substantial investments in sales and marketing, infrastructure, and research and development in anticipation of growth in our business, if we do not realize returns on these investments in our growth, our results of operations could differ materially from our forecasts, which would adversely affect our results of operations and could disappoint analysts and investors, causing our stock price to decline. In addition, we have experienced, and may continue to experience, longer payment cycles in collecting accounts receivable from certain of our customers. If we are unable to timely collect accounts receivable from our customers, our business will be harmed.

Failure to effectively develop and expand our marketing and sales capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our platform.

We have historically benefited from word-of-mouth and other organic marketing to attract new customers. Through this word-of-mouth marketing, we have been able to build our brand with relatively low marketing and sales costs. This strategy has allowed us to build a substantial customer base and community of users who use our products and act as advocates for our brand and our platform, often within their own corporate organizations. However, our ability to further increase our customer base and achieve broader market acceptance of our products will significantly depend on our ability to expand our marketing and sales operations. We plan to continue expanding our sales force and strategic partners, both domestically and internationally. We also plan to continue to dedicate significant resources to sales, marketing, and demand-generation programs, including various online marketing activities as well as targeted account-based marketing. The effectiveness of our targeted account-based marketing has varied over time and may vary in the future. All of these efforts will require us to invest significant financial and other resources and if they fail to attract additional customers, our business will be harmed. We have also used a strategy of offering free trial versions of our platform in order to strengthen our relationship and reputation within the developer community by providing these developers with the ability to familiarize themselves with our platform without first becoming a paying customer. However, these developers may not perceive value in the additional benefits and services we offer beyond the free trial versions of our platform and may choose not to pay for those additional benefits. Moreover, some existing paying customers may choose not to renew their commitment with us in favor of relying on the free version of our platform. Most trial accounts do not convert to paid versions of our platform, and to date, only a few users who have converted to paying customers have gone on to generate meaningful revenue. If our other lead generation methods do not result in broader market acceptance of our platform and the users of trial versions of our platform do not become, or are unable to convince their organizations to become, paying customers, or if paying customers choose to convert to the free versions of our platform, we will not realize the intended benefits of this strategy, and our business will be harmed.

We believe that there is significant competition for sales personnel, including sales representatives, sales managers, and sales engineers, with the skills and technical knowledge that we require. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training, incentivizing, and retaining sufficient numbers of sales personnel to support our growth. New hires require significant training and may take significant time before they achieve full productivity. Our recent hires may not become productive as quickly as we expect, if at all, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. In addition, particularly if we continue to grow rapidly, new members of our sales force will have relatively little experience working with us, our platform, and our business model. If we are unable to hire and train sufficient numbers of effective sales personnel, our sales personnel do not reach significant levels of productivity in a timely manner, our sales personnel are not effectively incentivized, or our sales personnel are not successful in acquiring new customers or expanding usage by existing customers, our business will be harmed.

The markets in which we participate are competitive, and if we do not compete effectively, our business will be harmed.

The market for cloud computing platforms, particularly enterprise grade products, is highly fragmented, competitive, and constantly evolving. With the introduction of new technologies and market entrants, we expect that the competitive environment in which we compete will remain intense going forward. Application and API security vendors like Akamai, Amazon Web Services ("AWS"), Cloudflare, F5, and Thales (Imperva) offer products that compete with ours. We also compete with CDN providers, which now offer serverless edge compute functionality like Akamai (Linode), and Cloudflare, cloud hosting providers (or public cloud providers) that have added CDN and WAF capabilities like Alphabet (Google Cloud Platform), AWS, and Microsoft (Azure), legacy CDNs, such as Akamai and Edgio, point CDN players like Bunny CDN, CDNetworks, and CDN77, and traditional on-premise data center appliance vendors for load balancing, WAF, and DDoS like F5, Thales (Imperva), NetScaler and Radware. Some of our competitors have made or may make acquisitions or may enter into partnerships or other strategic relationships that may provide more comprehensive offerings than they individually had offered. Such acquisitions or partnerships may help competitors achieve greater economies of scale than us. In addition, new entrants not currently considered to be competitors may enter the market through acquisitions, partnerships, or strategic relationships. We compete on the basis of a number of factors, including:

- our platform's functionality, scalability, performance, ease of use, ease of integration and programmability, reliability, security availability, and cost effectiveness relative to that of our competitors' products and services;
- our global network coverage and availability;
- our ability to support modern application development processes and utilize new and proprietary technologies to offer services and features previously not available in the marketplace;

- our ability to identify new markets, applications, and technologies;
- our ability to attract and retain customers;
- our brand, reputation, and trustworthiness;
- our credibility with developers;
- the quality of our customer support;
- our ability to recruit software engineers and sales and marketing personnel;
- our ability to protect our intellectual property; and
- our ability to identify opportunities for acquisitions and strategic relationships and successfully execute on them.

We face substantial competition from legacy CDNs, small business-focused CDNs, cloud providers, traditional data center, and appliance vendors. In addition, existing customers have transitioned or notified us of their intent to transition, and existing and potential customers may in the future transition, off of our platform, or may limit their use, because they pursue a “do-it-yourself” approach to develop their own CDN by putting in place equipment, software, and other technology products for content and application delivery within their internal systems; enter into relationships directly with network providers instead of relying on an overlay network like ours; or implement multi-vendor policies to reduce reliance on external providers like us.

Our competitors vary in size and in the breadth and scope of the products and services offered. Many of our competitors and potential competitors have greater name recognition, longer operating histories, more established customer relationships and installed customer bases, larger marketing budgets, and greater resources than we do. While some of our competitors provide a platform with applications to support one or more use cases, many others provide point-solutions that address a single use case. Other potential competitors not currently offering competitive applications may expand their product offerings, and our current customers may develop their own products or features, to compete with our offerings. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, and customer requirements. An existing competitor or new entrant could introduce new technology that reduces demand for our platform. In addition to application and technology competition, we face pricing competition. Some of our competitors offer their applications or services at a lower price, which has resulted in pricing pressures. Some of our larger competitors have the operating flexibility to bundle competing applications and services with other offerings, including offering them at a lower price or for no additional cost to customers as part of a larger sale of other products. For all of these reasons, we may not be able to compete successfully and competition could result in the failure of our platform to achieve or maintain market acceptance, the market for our edge cloud platform may grow more slowly than we anticipate, any of which could harm our business.

If we fail to maintain and enhance our brand, our ability to expand our customer base will be impaired and our business, results of operations and financial condition may suffer.

We believe that maintaining and enhancing our brand is important to continued market acceptance of our existing and future products, attracting new customers, and retaining existing customers. We also believe that the importance of brand recognition will increase as competition in our market increases. Successfully maintaining and enhancing our brand will depend largely on the effectiveness of our marketing efforts, our ability to provide reliable products that continue to meet the needs of our customers at competitive prices, our ability to maintain our customers’ trust, our ability to continue to develop new functionality and products, and our ability to successfully differentiate our platform from competitive products and services. Additionally, our brand and reputation may be affected if customers do not have a positive experience with our partners’ services. Our brand promotion activities may not generate customer awareness or yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in building our brand. If we fail to successfully promote and maintain our brand, our business may be harmed.

Acquisitions, strategic investments, partnerships, or alliances could be difficult to identify and integrate, divert the attention of management, disrupt our business, and dilute stockholder value.

We have in the past acquired, and we may in the future seek to acquire or invest in, businesses, products, or technologies that we believe could complement or expand our platform, enhance our technical capabilities, or otherwise offer growth opportunities. Our acquisitions of Glitch and Signal Sciences reflect this strategy. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating, and pursuing acquisitions, whether or not such acquisitions are completed. In addition, we have limited experience in acquiring other businesses and we may not successfully identify desirable acquisition targets or, when we acquire additional businesses, we may not be able to integrate them effectively following the acquisition. Acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our operating results, may cause unfavorable accounting treatment, may expose us to claims and disputes by third parties, including intellectual property claims, and may not generate sufficient financial returns to offset additional costs and expenses related to the acquisitions. We may also incur significant, and sometimes unanticipated costs in connection with these acquisitions or in integration with our business. In addition, if an acquired business fails to meet our expectations or we do not realize sufficient value, our business may be harmed.

Further, it is possible that there could be a loss of our existing or any acquired company’s key employees and customers, disruption of either company’s or both companies’ ongoing businesses or unexpected issues, higher than expected costs and an overall post-completion process that takes longer than originally anticipated. Specifically, the following issues, among others, must be addressed in combining any company’s operations with ours in order to realize the anticipated benefits of the acquisition so the combined company performs as the parties hope:

- combining the companies’ corporate functions;

- combining their business with our business in a manner that permits us to achieve the synergies anticipated to result from the acquisition, the failure of which would result in the anticipated benefits of the acquisition not being realized in the time frame currently anticipated or at all;
- maintaining existing and new agreements with customers, service providers, and vendors;
- determining whether and how to address possible differences in corporate cultures, management philosophies and strategies relating to channels, resellers, and partners;
- integrating the companies' administrative and information technology infrastructure;
- developing products and technology that allow value to be unlocked in the future; and
- evaluating and forecasting the financial impact of the acquisition transaction, including accounting impacts.

Failure to address any of the above listed issues could have a material adverse effect on our business, results of operations and financial position. In addition, at times the attention of certain members of our management and resources may be focused on completion of the acquisition and integration planning of the businesses of the two companies and diverted from day-to-day business operations, which may disrupt our ongoing business and the business of the combined company. For example, certain members of our management team and other personnel spent significant time on the acquisition and integration of Signal Sciences.

We are, and may in the future be, involved in class-action lawsuits and other litigation matters that are expensive and time-consuming. If resolved adversely, lawsuits and other litigation matters could seriously harm our business.*

We are, and may in the future be, subject to litigation such as putative class action and stockholder derivative lawsuits brought by stockholders. For example, on May 24, 2024, we and certain of our officers were named as defendants in putative securities class action purportedly brought on behalf of holders of our Class A common stock, and on stock. On November 1, 2024, the lead plaintiff filed an amended complaint. On June 12, 2024 and , July 1, 2024, substantially similar stockholder derivative complaints were filed against our officers and directors in the same court. These two shareholder derivative actions have been consolidated and stayed pending resolution of our anticipated motion to dismiss in the securities class action. On August 23, 2024, a substantially similar stockholder derivative complaint was filed against our officers and directors in the United States District Court for the District of Delaware (the "Sweitzer Action"). On September 26, 2024, the court stayed the Sweitzer Action until after resolution of our anticipated motion(s) to dismiss in the above-referenced securities class action. We anticipate that we will be a target for lawsuits in the future, as we have been in the past. Any litigation to which we are a party may result in an onerous or unfavorable judgment that may not be reversed on appeal, or we may decide to settle lawsuits on similarly unfavorable terms. Any such negative outcome could result in payments of substantial monetary damages and accordingly our business could be seriously harmed. The results of lawsuits and claims cannot be predicted with certainty. Regardless of the final outcome, defending these claims, and associated indemnification obligations, are costly and can impose a significant burden on management and employees, and we may receive unfavorable preliminary, interim, or final rulings in the course of litigation, which could seriously harm our business.

We may not be able to scale our business quickly enough to meet our customers' growing needs. If we are not able to grow efficiently, our business could be harmed.

As usage of our edge cloud computing platform grows and as the breadth of use cases for our platform expands, we will need to devote additional resources to improving our platform architecture, integrating with third-party applications and maintaining infrastructure performance. In addition, we will need to appropriately scale our processes and procedures that support our growing customer base, including increasing our number of POPs around the world and investments in systems, training, and customer support.

Any failure of or delay in these efforts could cause impaired system performance and reduced customer satisfaction. These issues could reduce the attractiveness of our platform to customers, resulting in decreased sales to new customers, lower renewal rates by existing customers, the issuance of service credits, or requested refunds, which would hurt our revenue growth and our reputation. Even if we are able to upgrade our systems and expand our staff, any such expansion will be expensive and complex, and require the dedication of significant management time and attention. We could also face inefficiencies or operational failures as a result of our efforts to scale our cloud infrastructure, such as by over investing in systems and equipment to support anticipated growth in our platform. We cannot be sure that the expansion and improvements to our cloud infrastructure will be effectively implemented on a timely basis, if at all, and such failures would harm our business.

We may have insufficient transmission bandwidth and colocation space, which could result in disruptions to our platform and loss of revenue.

Our operations are dependent in part upon transmission bandwidth provided by third-party telecommunications network providers and access to colocation facilities to house our servers. There can be no assurance that we are adequately prepared for unexpected increases in bandwidth demands by our customers, particularly when customers experience cyber-attacks. The bandwidth we have contracted to purchase may become unavailable for a variety of reasons, including service outages, payment disputes, network providers going out of business, natural disasters, networks imposing traffic limits, or governments adopting regulations that impact network operations. In some regions, bandwidth providers have their own services that compete with us, or they may choose to develop their own services that will compete with us. These bandwidth providers may become unwilling to sell us adequate transmission bandwidth at fair market prices, if at all. This risk is heightened where market power is concentrated with one or a few major networks. We also may be unable to move quickly enough to augment capacity to reflect growing traffic or security demands. Failure to put in place the capacity we require could result in a reduction in, or disruption of, service to our customers and ultimately a loss of those customers. Such a failure could result in our inability to acquire new customers demanding capacity not available on our platform.

The nature of our business exposes us to inherent liability risks.

Our platform and related applications, including our security solutions, are designed to provide rapid protection against web application vulnerabilities and cyber-attacks. However, no security product can provide absolute protection against all vulnerabilities and cyber-attacks. Our platform is subject to cyber-attacks, and the failure of our platform and related applications to adequately protect against these cyber-attacks may allow our customers to be attacked. Any adverse consequences of these attacks, and our failure to meet our customers' expectations as they relate to such attacks, could harm our business.

Due to the nature of our applications, we are potentially exposed to greater risks of liability for product or system failures than may be inherent in other businesses. Although substantially all of our customer agreements contain provisions that limit our liability to our customers, these limitations may not be sufficient, and we cannot assure you that these limitations will be enforced or the costs of any litigation related to actual or alleged omissions or failures would not have a material adverse effect on us even if we prevail.

Our dedication to our values may negatively influence our financial results.

We have taken, and may continue to take, actions that we believe are in the best interests of our customers, our employees, and our business, even if those actions do not maximize financial results in the short term. For instance, we do not knowingly allow our platform to be used to deliver content from groups that promote violence or hate, and that conflict with our values like strong ethical principles of integrity and trustworthiness, among others. In the past, we have removed customers from our platform who we believed took positions conflicting with these values, and we may continue to do so in the future. However, this approach may not result in the benefits that we expect, and our employees or third parties may disagree with our interpretation of our values, or take issue with how we execute on our values, which may result in us becoming a target for negative publicity, increased scrutiny, lawsuits, or network attacks, in which case our business could be harmed.

Our growth depends in large part on the success of our partner relationships.

We maintain a partner ecosystem of companies who build edge applications to integrate with our platform. We are dependent on these partner relationships to amplify our reach and provide our customers with enhanced value from our platform. Our future growth will be increasingly dependent on the success of our partner relationships, including their development of useful applications for our platform. If those partnerships do not provide these benefits or if our partners are unable to serve our customers effectively, we may need to allocate resources internally to provide these services or our customers may not realize the full value of our platform, which could harm our business.

Moreover, our partners' business partners may not completely align with our core values and therefore may do business with companies that we otherwise would not do business with. Our association with these companies could damage our brand and reputation and potentially harm our business.

We operate in an emerging and evolving market, which may develop more slowly or differently than we expect. If our market does not grow as we expect, or if we cannot expand our services to meet the demands of this market, our revenue may decline, or fail to grow, and we may incur operating losses.

The market for edge computing is still developing. There is considerable uncertainty over the size and rate at which this market will grow, as well as whether our platform will be widely adopted. Our success will depend, to a substantial extent, on the widespread adoption of our platform as an alternative to other solutions, such as legacy CDNs, and CDNs focused on enterprise data centers, central cloud, and small businesses. Some organizations may be reluctant or unwilling to use our platform for a number of reasons, including concerns about additional costs, uncertainty regarding the reliability, and security of cloud-based offerings or lack of awareness of the benefits of our platform. Moreover, many organizations have invested substantial personnel and financial resources to integrate traditional on-premise services into their businesses, and therefore may be reluctant or unwilling to migrate to cloud-based services. Our ability to expand sales of our product into new and existing markets depends on several factors, including potential customer awareness of our platform; the timely completion of data centers in those markets; introduction and market acceptance of enhancements to our platform or new applications that we may introduce; our ability to attract, retain and effectively train sales and marketing personnel; our ability to develop relationships with partners; the effectiveness of our marketing programs; the pricing of our services; and the success of our competitors. If we are unsuccessful in developing and marketing our product into new and existing markets, or if organizations do not perceive or value the benefits of our platform, the market for our product might not continue to develop or might develop more slowly than we expect, either of which may harm our business.

The estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and any real or perceived inaccuracies may harm our reputation and negatively affect our business. Even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Third-party market opportunity estimates and our growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any particular number or percentage of addressable companies or end-users covered by our market opportunity estimates will purchase our products at all or generate any particular level of revenues for us. Even if the market in which we compete meets the size estimates and growth forecasted, our business could fail to grow for a variety of reasons, including reasons outside of our control, such as competition in our industry.

Usage of our platform accounts for substantially all of our revenue, and as a result, our operating results could suffer from a reduction in usage.

We expect that we will be substantially dependent on our edge cloud platform to generate revenue for the foreseeable future. As a result, our operating results could suffer due to:

- any decline in demand for our edge cloud platform;
- the failure of our edge cloud platform to achieve continued market acceptance;
- the market for edge cloud computing services not continuing to grow, or growing more slowly than we expect;
- the introduction of products and technologies that serve as a replacement or substitute for, or represent an improvement over, our edge cloud platform;
- technological innovations or new standards that our edge cloud platform does not address;
- sensitivity to current or future prices offered by us or our competitors;
- our customers' development of their own edge cloud platform; and
- our inability to release enhanced versions of our edge cloud platform on a timely basis.

In addition, because substantially all of our revenue from usage is recognized during the term of the relevant contract upon usage, downturns or upturns in sales contracts are not immediately reflected in full in our operating results.

If the market for our edge cloud platform grows more slowly than anticipated or if demand for our edge cloud platform does not grow as quickly as anticipated, whether as a result of competition, pricing sensitivities, product obsolescence, technological change, unfavorable economic conditions, uncertain geopolitical environment, budgetary constraints of our customers, or other factors, our business would be harmed.

We expect fluctuations in our financial results and key metrics, making it difficult to project future results, and if we fail to meet the expectations of securities analysts or investors, our stock price and the value of your investment could decline significantly.

Our operating results, including revenue, gross margin and net income, as well as our key metrics, including our LTM NRR, have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control. As a result, our past results may not be indicative of our future performance and period-to-period comparisons of our operating results and key metrics may not be meaningful or accurately measure our business. In addition to the other risks described herein, factors that may affect our operating results include the following:

- fluctuations in demand for or pricing of our platform;
- our ability to attract new customers;
- our ability to retain our existing customers;
- fluctuations in the usage of our platform by our customers, which is directly related to the amount of revenue that we recognize from our customers;
- fluctuations in customer delays in purchasing decisions in anticipation of new products or product enhancements by us or our competitors;
- changes in customers’ budgets and in the timing of their budget cycles and purchasing decisions;
- the timing of customer payments and any difficulty in collecting accounts receivable from customers;
- timing of new functionality of our existing platform;
- our ability to control costs, including our operating expenses and transmission bandwidth pricing;
- the amount and timing of payment for operating expenses, particularly research and development and sales and marketing expenses, including commissions;
- the amount and timing of costs associated with recruiting, training, and integrating new employees;
- the effects of acquisitions or other strategic transactions;
- expenses in connection with acquisitions or other strategic transactions;
- our ability to successfully deploy POPs in new regions;
- general economic conditions, both domestically and internationally, as well as economic conditions specifically affecting industries in which our customers participate;
- the ability to maintain our partnerships;
- the impact of new accounting pronouncements;
- changes in the competitive dynamics of our market, including consolidation among competitors or customers;
- significant security breaches of, technical difficulties with, or interruptions to, the delivery and use of our platform; and
- awareness of our brand and our reputation in our target markets.

Additionally, certain large scale events, such as major elections and sporting events, can significantly impact usage of our platform, which could cause fluctuations in our results of operations. While increased usage of our platform during these events could result in increased revenue, these seasonal and one-time events could also impact the performance of our platform during those events and lead to a sub-optimal experience for some customers. Such annual and one-time events may cause fluctuations in our results of operations as they would impact both our revenue and our operating expenses.

Any of the foregoing and other factors may cause our results of operations to vary significantly. Furthermore, if our quarterly results of operations or our guidance fall below the expectations of investors and securities analysts who follow our stock, the price of our Class A common stock could decline substantially, and our business could be harmed. We cannot assure you that our operating results or projected operating results will meet the expectations of market analysts or our investors.

Our pricing models subject us to various challenges that could make it difficult for us to derive sufficient value from our customers, and we do not have sufficient history with our pricing models to accurately predict the optimal pricing necessary to attract new customers and retain existing customers.

We generally charge our customers for their usage of our platform based on the combined total usage, as well as the features and functionality enabled. Additionally, once our product is purchased, customers can also buy a combination of our add-on products. We do not know whether our current or potential customers or the market in general will continue to accept this pricing model going forward and, if it fails to gain acceptance, our business could be harmed. We also generally purchase bandwidth from Internet service providers and server colocation space from third parties based on expected usage from our customers. Moreover, if our customers use our platform in a manner that is inconsistent with how we have purchased bandwidth, servers, and colocation space, our business could be harmed.

We have limited experience with respect to determining the optimal prices for our products and, as a result, we have in the past changed our pricing model and expect that we may need to do so in the future, including as a result of inflationary pressures. In addition, during 2023 we introduced the option for customers to purchase product packages with single price points and set limits on usage. We do not charge for overages on these single price point product packages. We do not know whether our current or potential customers will accept these packages or the impact these packages will have on our existing usage-based pricing model. As the market for our products matures, or as new competitors introduce new products or services that compete with ours, we may be unable to attract new customers at the same price or based on the same pricing models as we have used historically. Pricing decisions may also impact the mix of adoption among our customers and negatively impact our overall revenue. Moreover, larger organizations may demand substantial price concessions. As a result, in the future we may be required to reduce our prices or develop new pricing models, which could adversely affect our revenue, gross margin, profitability, financial position, and cash flow.

Our sales and onboarding cycles with customers can be long and unpredictable, and our sales and onboarding efforts require considerable time and expense.

The timing of our sales with our enterprise customers and related revenue recognition is difficult to predict because of the length and unpredictability of the sales cycle for these customers. In addition, for our enterprise customers, the lengthy sales cycle for the evaluation and implementation of our products may also cause us to experience a delay between expenses for such sales efforts and the generation of corresponding revenue. The length of our sales cycle for these customers, from initial evaluation to payment, can range from several months to well over a year and can vary substantially from customer to customer. Similarly, the onboarding and ramping process with new enterprise customers, or with existing customers that are moving additional traffic onto our platform, can take several months. As the purchase of our products can be dependent upon customer initiatives, our sales cycle can extend to even longer periods of time. Customers often view a switch to our platform as a strategic decision requiring significant investment and, as a result, frequently require considerable time to evaluate, test, and qualify our product offering prior to entering into or expanding a contract commitment. During the sales cycle, we expend significant time and money on sales and marketing and contract negotiation activities, which may not result in a completed sale. Additional factors that may influence the length and variability of our sales cycle include:

- the effectiveness of our sales force, particularly new salespeople and sales leadership, as we increase the size of our sales force and train our new salespeople to sell to enterprise customers;
- the discretionary nature of customers' purchasing decisions and budget cycles;
- customers' procurement processes, including their evaluation of competing products;
- economic conditions and other factors affecting customer budgets;
- the regulatory environment in which our customers operate;
- integration complexity for a customer deployment;
- the customer's familiarity with edge cloud computing platforms;
- evolving customer demands;
- selling new products to enterprise customers; and
- competitive conditions.

Given these factors, it is difficult to predict whether and when a customer will switch to our platform.

Given that it can take several months for our customers to ramp up their usage of our platform, during that time, we may not be able to generate enough revenue from a particular customer or that customer may not increase their usage in a meaningful way. Moreover, because the switching costs are fairly low, our customers are able to switch from our platform to alternative services relatively easily. As a result, actual usage could be materially below our forecasts, which could adversely affect our results of operations, disappoint analysts and investors, or cause our stock price to decline.

If our platform does not achieve sufficient market acceptance, our financial results and competitive position will suffer.

To meet our customers' rapidly evolving demands, we invest substantial resources in research and development of enhanced products to incorporate additional functionality or expand the use cases that our platform addresses. Maintaining adequate research and development resources, such as the appropriate personnel and development technology, to meet the demands of the market is essential. If we are unable to develop products internally due to inadequate or ineffective research and development resources, we may not be able to address our customers' needs on a timely basis or at all. In addition, if we seek to supplement our research and development capabilities or the breadth of our products through acquisitions, such acquisitions could be expensive and we may not successfully integrate acquired technologies or businesses into our business. When we develop or acquire new or enhanced products, we typically incur expenses and expend resources upfront to develop, market, promote, and sell the new offering. Therefore, when we develop or acquire and introduce new or enhanced products, they must achieve high levels of market acceptance in order to justify the amount of our investment in developing or acquiring and bringing them to market. Our new products or enhancements and changes to our existing products could fail to attain sufficient market acceptance for many reasons, including:

- failure to predict market demand accurately in terms of functionality and a failure to supply products that meet this demand in a timely fashion;
- defects, errors, or failures;
- negative publicity about our platform's performance or effectiveness;
- changes in the legal or regulatory requirements, or increased legal or regulatory scrutiny, adversely affecting our platform;
- emergence of a competitor that achieves market acceptance before we do;
- delays in releasing enhancements to our platform to the market; and
- introduction or anticipated introduction of competing products by our competitors.

If our platform and any future enhancements do not achieve adequate acceptance in the market, or if products and technologies developed by others achieve greater acceptance in the market, our business could be harmed.

Beyond overall acceptance of our platform by our customers, it is important that we maintain and grow acceptance of our platform among the developers that work for our customers. We rely on developers to choose our platform over other options they may have, and to continue to use and promote our platform as they move between companies. These developers often make design decisions and influence the product and vendor processes within our customers. If we fail to gain or maintain their acceptance of our platform, our business would be harmed.

We rely on third-party hosting providers that may be difficult to replace.

We rely on third-party hosting services such as AWS, Google Cloud Platform, Microsoft (Azure), and other cloud providers that facilitate the offering of our platform. Some of these third-party hosting services offer competing products to ours and therefore may not continue to be available on commercially reasonable terms, or at all. These providers may be unwilling to do business with us if they view our platform as a threat. Any loss of the right to use any of the hosting providers could impair our ability to offer our platform and harm our business until we are able to obtain alternative hosting providers.

If we do not or cannot maintain the compatibility of our platform with third-party applications that our customers use in their businesses, our business will be harmed.

Because our customers choose to integrate our products with certain capabilities provided by third-party providers, the functionality and popularity of our platform depends, in part, on our ability to integrate our platform and applications with third-party applications. These third parties may change the features of their technologies, restrict our access to their applications, or alter the terms governing use of their applications in a manner that is adverse to our business. Such changes could functionally limit or prevent our ability to use these third-party technologies in conjunction with our platform, which would negatively affect adoption of our platform and harm our business. If we fail to integrate our platform with new third-party applications that our customers use, we may not be able to offer the functionality that our customers need, which would harm our business.

We provide service level commitments under our customer agreements. If we fail to meet these contractual commitments, we could be obligated to provide credits for future service, or face contract termination with refunds of prepaid amounts, which could harm our business.

Most of our customer agreements contain service level commitments. If we are unable to meet the stated service level commitments, including failure to meet the uptime and delivery requirements under our customer agreements, we may be contractually obligated to provide the affected customers with service credits which could significantly affect our revenues in the periods in which the uptime and delivery failure occurs and the credits are applied. In the past, as a result of degradation of service and interruptions to our platform, we have provided service credits to certain of our affected customers with whom we had service level commitments. We could also face customer terminations with refunds of prepaid amounts, which could significantly affect both our current and future revenues. Any service level failures could harm our business.

If we fail to offer high quality support, our business may be harmed.

Our customers rely on our support team to assist them in deploying our products effectively and resolve technical and operational issues. High-quality support is important for the renewal and expansion of our agreements with existing customers. The importance of maintaining high quality support will increase as we expand our business and pursue new customers. If we do not help our customers quickly resolve issues and provide effective ongoing support, our ability to maintain and expand our relationships with existing and new customers could suffer and our business could be harmed. Further, increased demand for customer support, without corresponding revenue, could increase costs and adversely affect our business. In addition, as we continue to grow our operations and expand internationally, we will need to be able to provide efficient customer support that meets our customers' needs globally at scale and our customer support team will face additional challenges, including those associated with delivering support and documentation in multiple languages. Our failure to do so could harm our business.

Investors' expectations of our performance relating to environmental, social and governance factors may impose additional costs and expose us to new risks.

There is an increasing focus from certain investors, employees, and other stakeholders concerning corporate responsibility, specifically related to environmental, social, and governance matters ("ESG"). Some investors may use these non-financial performance factors to guide their investment strategies and, in some cases, may choose not to invest in us if they believe our ongoing policies and actions relating to corporate responsibility are inadequate. We may face reputational damage in the event that we do not meet the ESG standards set by various constituencies. Furthermore, if our competitors' corporate social responsibility performance is perceived to be better than ours, potential or current investors may elect to invest with our competitors instead. In addition, in the event that we communicate certain initiatives and goals regarding environmental, social, and governance matters, we could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope of such initiatives or goals. If we fail to satisfy the expectations of investors, employees and other stakeholders or our initiatives are not executed as planned, our business may be harmed.

Risks Related to Employees and Managing Our Growth

The failure to attract and retain qualified personnel could prevent us from executing our business strategy.

To execute our business strategy, we must attract and retain highly qualified personnel. Competition for executive officers, software developers, sales personnel, product managers, and other key employees in our industry is intense. In particular, we compete with many other companies for software developers with high levels of experience in designing, developing, and managing cloud-based software, as well as for skilled sales, operations, and security professionals. In addition, we believe that the success of our business and corporate culture depends on employing people with a variety of backgrounds and experiences, and the competition for such diverse personnel is significant. The market for such talented personnel is competitive. Many of the companies with which we compete for experienced personnel have greater resources than we do and can frequently offer such personnel substantially greater compensation than we can offer, including, in some cases, large equity packages and cash incentive bonuses. In addition, prospective and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived value of our equity awards declines, experiences significant volatility, or increases such that prospective employees believe there is limited upside to the value of our equity awards, it may adversely affect our ability to recruit and retain key employees. In order to manage attrition, including as a result of recent stock price decreases and market volatility on the perceived value of our equity awards, we have issued, and may continue to issue, additional equity awards and increased cash compensation to attract and retain employees, which may impact our results of operations or be dilutive to stockholders. Moreover, the increase in the number of equity awards has reduced the number of shares available for us to grant under our equity incentive plan. We also face significant competition in hiring and attracting qualified employees in all aspects of our business, and the move by companies to offer a remote or hybrid work environment has increased the competition for such employees. If we fail to attract new personnel or fail to retain and motivate our current personnel, our ability to maintain and enhance our platform, develop and deliver new products, fix bugs, support our existing customers, attract new customers, respond to competitive pressures, and otherwise execute our business plan would be harmed.

We rely on the performance of highly skilled personnel, including our senior management and other key employees, and the loss or transition of one or more of such personnel, or of a significant number of our team members, could harm our business.

We believe that our success has depended, and continues to depend, on the efforts and talents of senior management and key employees, including Artur Bergman, our Chief Technology Officer and Todd Nightingale, our Chief Executive Officer. There have been, and from time to time, there may continue to be, changes in our management team resulting from the hiring or departure of executives and key employees, or the transition of executives within our business, which could disrupt our business. Such changes in our executive management team may be disruptive to our business. Some of our executive officers and members of our management team have been with us for a short period of time and we continue to develop key functions within various aspects of our business. We are also dependent on the continued service of our existing software engineers because of the complexity of our platform. Our senior management, including Mr. Nightingale and Mr. Bergman, and key employees are employed on an at-will basis. We cannot ensure that we will be able to retain the services of any member of our senior management or other key employees or that we would be able to timely replace members of our senior management or other key employees should any of them depart. The loss of one or more of our senior management or other key employees could harm our business.

Our past growth may not be indicative of our future growth and we may not be able to manage our growth effectively.

We have experienced growth in various aspects of our business in prior periods. For example, for the three months ended June 30, 2024 September 30, 2024 and 2023, our revenue was $132.4 $137.2 million and $122.8 $127.8 million, respectively. In addition, we are expanding, and expect to continue to expand in the future, our international operations. We have also experienced growth in the number of customers, usage, and amount of data delivered across our platform. This growth has placed, and may continue to place, significant demands on our corporate culture, operational infrastructure, and management. Although our business has experienced growth in the past, we cannot provide any assurance that our business will continue to grow at the same rate, or at all. Overall growth of our business depends on a number of factors, including our ability to:

- address new and developing markets, such as large enterprise customers outside the United States;
- recruit, hire, train, and manage additional qualified engineers and product managers;
- recruit, hire, train, and manage additional sales and marketing personnel;
- maintain and enhance our corporate culture;
- expand our international operations;
- establish more mature organizational designs and structures, with more skill, technical and leadership depth with experience scaling and expanding global businesses;
- implement and improve our administrative, financial and operational systems, procedures, and controls;
- attract new customers and increase our existing customers' usage on our platform;
- expand the functionality and use cases for the products we offer on our platform;
- provide our customers with customer support that meets their needs;
- successfully identify and acquire or invest in businesses, products, or technologies that we believe could complement or expand our products; and

- recruit experienced leaders and strategists to facilitate successful acquisitions and integrations.

We may not successfully accomplish any of the above objectives. We expect to continue to expend substantial financial and other resources on:

- sales and marketing, including a significant expansion of our sales organization;
- our infrastructure, including POP deployments, systems architecture, management tools, scalability, availability, performance, and security, as well as disaster recovery measures;
- product development, including investments in our product development team and the development of new products and new functionality for our existing products;
- acquisitions or strategic investments;
- international expansion; and
- general administration, including legal and accounting expenses associated with being a public company.

These activities will require significant investments and allocation of valuable management and employee resources, and our growth will continue to place significant demands on our management and our operational and financial infrastructure.

There are no guarantees we will be able to grow our business in an efficient or timely manner, or at all. If we fail to manage the growth of our business and operations effectively, the quality of our services and the efficiency of our operations could suffer, which could adversely affect our business, financial condition, and results of operations. If we are unable to return to our prior level of growth, our business will be harmed.

In addition, our past rapid growth may make it difficult to evaluate our future performance. Our ability to forecast our future results of operations is subject to a number of uncertainties. If we fail to achieve the necessary level of efficiency in our company as it grows, or if we are not able to accurately forecast future growth, our business would be negatively impacted.

If we cannot maintain our company culture as we grow, our success and our business may be harmed.

We believe our culture has been a key contributor to our success to date and that the critical nature of the products that we provide promotes a sense of greater purpose and fulfillment in our employees. Any failure to preserve our culture could negatively affect our ability to recruit and retain personnel and to effectively focus on and pursue our corporate objectives. As we grow and develop the systems and processes associated with being a public company, we may find it difficult to maintain these important aspects of our culture. In addition, while we have historically benefited from having a dispersed workforce, as we have grown and our resources have become more globally dispersed and our organizational management structures have become more complex, we have found it increasingly difficult to maintain these beneficial aspects of our corporate culture. In addition, we may seek to acquire or invest in businesses, products or technologies with differing corporate cultures that could be difficult to integrate. If we fail to maintain our company culture, our business may be harmed.

Risks Related to Our Financial Position and Need for Additional Capital

Our ability to timely raise capital in the future may be limited, or may be unavailable on acceptable terms, if at all, and debt or equity issued to raise additional capital may reduce the value of our Class A common stock.

We have funded our operations since inception primarily through payments received from our customers, sales of equity and debt securities, and borrowings under our credit facilities. We cannot be certain when or if our operations will generate sufficient cash to fully fund our ongoing operations or the growth of our business, or our debt obligations. We also intend to continue to make investments to support our business and may require additional funds to do so. Our future capital requirements may vary materially from those currently planned and will depend on many factors, including our growth rate, our operating cash flow, market acceptance of our platform, the expansion of sales and marketing activities, strategic transactions, as well as overall economic conditions.

We may need to engage in equity or debt financings to secure additional funds, in particular if we are required to repay our outstanding convertible notes in cash. Additional financing may not be available on favorable terms, if at all, and any additional financing will need to be in compliance with the terms of our Credit Agreement with the lenders from time to time party thereto and First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank) (as amended, restated, amended and restated, supplemented, restructured, or otherwise modified from time to time, the “Credit Agreement”).

We originally entered into our Credit Agreement with Silicon Valley Bank in 2021. On March 10, 2023, Silicon Valley Bank was announced as closed by the California Department of Financial Protection and Innovation, and the Federal Deposit Insurance Corporation (the “FDIC”) was appointed as a receiver. On March 26, 2023, it was announced that First-Citizens Bank & Trust Company would assume all of Silicon Valley Bank’s deposits and loans as of March 27, 2023. Following that transaction, the credit facility remains available subject to the same terms and conditions as before. However, there can be no assurances that the closure of Silicon Valley Bank or any related impacts across the financial services industry will not adversely affect our ability to access the funds available under the Credit Agreement.

If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could harm our business, operating results, and financial condition. Furthermore, if we issue additional equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of our Class A common stock. Any debt financing we secure may have higher interest rates and could involve additional restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. If we were to violate such restrictive covenants, we could incur penalties, increased expenses and an acceleration of the payment terms of our outstanding debt, which could in turn harm our business. Because our decision to issue securities in future offerings will depend on numerous considerations, including factors beyond our control, we cannot predict or estimate the amount, timing, or nature of any future issuances of debt or equity securities. As a result, our stockholders bear the risk of future issuances of debt or equity securities reducing the value of our Class A common stock and diluting their interests.

Seasonality may cause fluctuations in our sales and operating results.

We have experienced, and expect to continue to experience in the future, seasonality in our business, and our operating results and financial condition may be affected by such trends in the future. We generally experience seasonal fluctuations in demand for our platform. For example, we have some customers who increase their usage and requests when they need more capacity during busy periods, especially in the fourth quarter of the year, and then subsequently scale back. Our customers host certain large-scale events, such as sporting events or coverage of major elections, increasing their usage on a seasonal or one-time basis which can cause revenue to fluctuate between the periods in which these events occur and subsequent periods. Since we have built our network to handle seasonal capacity fluctuations, we may not be able to reduce our capacity in a timely manner, and as such sustain more costs. We believe that the seasonal trends that we have experienced in the past may continue for the foreseeable future, particularly as we expand our sales to larger enterprises. To the extent we experience this seasonality, it may cause fluctuations in our operating results and financial metrics, and make forecasting our future operating results and financial metrics difficult. Additionally, we do not have sufficient experience in selling certain of our products to determine if demand for these products is, or will be, subject to material seasonality.

Our current operations are international in scope and we plan on further geographic expansion, creating a variety of operational challenges.

A component of our growth strategy involves the further expansion of our operations and customer base internationally. For the three and six nine months ended June 30, 2024 September 30, 2024, the percentage of revenue generated from customers outside the United States was 26% 24% and 25% of our total revenue. revenue, respectively. We continue to adapt to and develop strategies to address international markets but there is no guarantee that such efforts will have the desired effect. As of June 30, 2024 September 30, 2024, approximately 21% 20% of our full-time employees were located outside of the United States. We expect that our international activities will grow over the foreseeable future as we continue to pursue opportunities in existing and new international markets, which will require significant management attention and financial resources. In connection with such expansion, we may face difficulties including costs associated with varying seasonality patterns, potential adverse movement of currency exchange rates, longer payment cycles, difficulties in collecting accounts receivable in some countries, tariffs and trade barriers, a variety of regulatory or contractual limitations on our ability to operate, adverse tax events, reduced protection of intellectual property rights in some countries, and a geographically and culturally diverse workforce and customer base. Failure to overcome any of these difficulties could harm our business. Our current and future international business and operations involve a variety of risks, including:

- changes in a specific country's or region's political or economic conditions;
- longer payment cycles;
- greater difficulty collecting accounts receivable;
- potential or unexpected changes in trade relations, regulations, or laws;
- increased regulatory inquiry or oversight;
- more stringent regulations relating to privacy and data security and the unauthorized use of, or access to, commercial and personal information, particularly in Europe;
- differing labor regulations, especially in Europe and Japan, where labor laws are generally more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations in these locations, and where potential labor organizing and works council negotiations in certain of those countries could contribute to increased operational costs or otherwise disrupt our business;
- challenges inherent in efficiently managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits, and compliance programs;
- challenges to our corporate culture resulting from a dispersed workforce;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems, and regulatory systems;
- increased travel, real estate, infrastructure, and legal compliance costs associated with international operations;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we choose to do so in the future;
- challenges related to providing support and developing products in foreign languages;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- laws and business practices favoring local competitors or general market preferences for local vendors;
- potential tariffs and trade barriers;

- limited or insufficient intellectual property protection or difficulties enforcing our intellectual property rights;
- political instability, economic sanctions, terrorist activities, or international conflicts, including ongoing conflicts between Russia and Ukraine and Hamas and Israel, which may impact the operations of our business or the businesses of our customers;
- inflationary pressures, such as those the global market is currently experiencing, labor shortages and supply chain disruptions, which may increase costs for certain services;
- exposure to liabilities under anti-corruption and anti-money laundering laws, and similar laws and regulations in other jurisdictions; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

If any of the above risks materialize, it could harm our business and prospects. In addition, our limited experience in operating our business internationally increases the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to further expand our international operations and are unable to do so successfully and in a timely manner, our business may be harmed.

If our estimates or judgments relating to our critical accounting estimates prove to be incorrect or impaired, our results of operations could be adversely affected.*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates.” The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities, and equity and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include, but are not limited to, those related to revenue, accounts receivable and related reserves, fair value of assets acquired and liabilities assumed for business combinations, useful lives and realizability of long-lived assets including our goodwill and intangible assets, income tax reserves, and accounting for stock-based compensation. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our Class A common stock.

For example, as a result of a sustained decrease in our stock price and market capitalization, we conducted performed an interim qualitative impairment test assessment of our goodwill and long-lived assets as of June 30, 2024. The results of the impairment test showed September 30, 2024 and concluded it is not more likely than not that the estimated fair value of our one single operating segment and reporting unit was substantially in excess of is less than its carrying value and therefore, amount. Therefore, we determined that goodwill was not impaired and no impairment charge was recorded. Further declines in our market capitalization increase the risk that we may be required to perform another a quantitative impairment analysis in subsequent periods, which could result in an impairment of up to the entire balance of our goodwill and other intangible assets. Any such impairment charge or write-off may have an adverse effect on our business, financial condition, and results of operation.

Current and future indebtedness could restrict our operations, particularly our ability to respond to changes in our business or to take specified actions.

Our Credit Agreement contains, and any future indebtedness would likely contain, a number of restrictive covenants that impose significant operating and financial restrictions on us, including restrictions on our ability to incur additional indebtedness, grant liens, pay dividends and make distributions, transfer property, make investments, and take other actions that may otherwise be in our best interests. In addition, our Credit Agreement contains a financial covenant that requires us to maintain a consolidated adjusted quick ratio of at least 1:25 to 1:00 tested on a quarterly basis as well as a springing revenue growth covenant for certain periods if our consolidated adjusted quick ratio falls below 1:75 to 1:00 on the last day of any fiscal quarter. Our ability to meet these financial covenants can be affected by events beyond our control, and we may not be able to continue to meet those covenants. In addition, a breach of a covenant under our Credit Agreement or any other current or future credit facility of ours may result in a cross-default under any such separate credit facility. If we seek to enter into one or more additional credit facilities in the future, we may not be able to obtain debt financing on terms that are favorable to us, if at all. Holders of our existing debt have, and holders of any future debt we may incur would have, rights senior to holders of common stock to make claims on our assets. In addition, the terms of our existing debt do, and the terms of any future debt could, restrict our operations, including our ability to pay dividends on our Class A common stock. If we are unable to obtain adequate financing or financing on terms that are satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly impaired, and our business may be harmed.

If we are unable to maintain effective internal control over financial reporting in the future, investors may lose confidence in the accuracy and completeness of our financial reports, and the market price of our Class A common stock may be seriously harmed.

As a public company, we are required to maintain internal control over financial reporting and to report any material weaknesses in those internal controls. For example, we are required to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act 9 (“Section 404”). Our independent registered public accounting firm also needs to attest to the effectiveness of our internal control over financial reporting. We designed, implemented, and tested internal control over financial reporting required to comply with this obligation. That process is time-consuming, costly, and complicated.

We previously reported and have subsequently remediated material weaknesses in our internal control over financial reporting. We continue to evaluate and take actions to improve our internal control over financial reporting. However, we cannot assure you that the measures we have taken to date will be sufficient to avoid the identification of material weaknesses in the future.

If we fail to identify future material weaknesses in our internal control over financial reporting, if we are unable to comply with the requirements of Section 404 or assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an unqualified opinion or expresses a qualified or adverse opinion about the effectiveness of our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports and the market price of our Class A common stock could be negatively affected. Moreover, any failure to identify new material weaknesses in our internal control over financial reporting, could result in material misstatements in our financial statements that may continue undetected and cause us to fail to meet our reporting and financial obligations or incur significant additional costs to remediate new material weaknesses, each of which could harm our ability to raise capital on favorable terms in the future or otherwise have a negative impact on our financial condition. In addition, we could become subject to investigations by the New York Stock Exchange (the “NYSE”), the SEC, and other regulatory authorities, which could require additional financial and management resources.

We may not be able to successfully manage the growth of our business if we are unable to improve our internal systems, processes and controls.

We need to continue to improve our internal systems, processes, and controls to effectively manage our operations and growth. We may not be able to successfully implement and scale improvements to our systems and processes in a timely or efficient manner or in a manner that does not negatively affect our operating results. For example, we may not be able to effectively monitor certain extraordinary contract requirements or provisions that are individually negotiated by our sales force as the number of transactions continues to grow. Moreover, as we continue to improve our pricing structure, we will need to implement corresponding improvements to our systems around payment of sales commissions. In addition, our systems and processes may not prevent or detect all errors, omissions, or fraud. We may experience difficulties in managing improvements to our systems, processes, and controls or in connection with third-party software, which could impair our ability to manage our business, pay sales commissions, or offer our platform to our customers in a timely manner, causing us to lose customers or employees, limit our growth, limit us to smaller deployments of our products, or increase our technical support costs.

Our financial results may be adversely affected by changes in accounting principles applicable to us.

GAAP are subject to interpretation by the Financial Accounting Standards Board, the SEC and other various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results for periods prior to and subsequent to such change, and could affect the reporting of transactions completed before the announcement of a change.

Market practices with respect to these new disclosures are continuously evolving, and securities analysts and investors may not fully understand the implications of our disclosures or how or why they may differ from similar disclosures by other companies. Any additional new accounting standards could have a significant effect on our reported results. If our reported results fall below analyst or investor expectations, our stock price could decline.

Risks Related to Laws, Regulations, and the Global Economy

Failure to comply with United States and foreign governmental laws and regulations could harm our business.*

Our business is subject to regulation by various federal, state, local, and foreign governments. If we do not comply with these laws or regulations or if we become liable under these laws or regulations due to the failure of our customers to comply with these laws, we could face direct liability or delivery of content by our platform may be blocked by certain governments. In certain jurisdictions, these regulatory requirements may be more stringent than those in the United States. For example, in June 2020, China passed a national security law for Hong Kong that imposes criminal liability for the violation of content regulations, it is currently not clear how broadly such legislation will be interpreted or applied in relation to our customers or our business, and additional developments in our understanding of the application of this law could cause us to remove our POP from Hong Kong. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties, injunctions, or other collateral consequences. If any governmental sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business could be harmed. In addition, responding to any action will likely result in a significant diversion of management’s attention and resources and an increase in professional fees. Enforcement actions and sanctions could harm our business.

If the United States government prohibits our current or potential customers from doing business with us, whether through policy, regulations or laws, we could face direct liability or our delivery of content by our platform may be blocked. For example, in the current environment of economic trade negotiations and tensions between the Chinese and the United States governments, the United States government has expressed concerns about the ability of companies operating in China to do business in the United States or with United States companies. As a result, we could lose the ability to contract with current or potential customers and usage of our platform may decrease by affected customers, which could harm our business and reputation. Even in the absence of new restrictions or trade actions imposed by the United States or other governments, including potential new regulations resulting from the recent presidential and congressional elections in the United States, our customers that operate in China, target China as a market, or that have strong business ties to China, may take actions to reduce dependence on our platform, which could harm our business. One of our largest customers during the three and six nine months ended June 30, 2024 September 30, 2024 operates in and has strong business ties to China.

We are subject, or may become subject, to stringent and evolving U.S. and foreign laws, governmental regulations and rules, and contractual obligations, industry standards, policies and other obligations related to privacy, infrastructure, and data security. Our actual or perceived failure to comply with such obligations could harm our business, by resulting in regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, adverse publicity and reputational damage, loss of revenue or profits, loss of customers or sales and other adverse consequences that may negatively affect the value of our business and decrease the price of our Class A common stock. Compliance with such obligations could also result in costs and liabilities to us or inhibit sales of our products.

We receive, store, process, collect, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share personal information and other proprietary, confidential, and sensitive data, including intellectual property, trade secrets, encryption keys, and including our data and data of our customers (including their end-users). Our handling of data is subject to a variety of obligations related to privacy and data security, contractual obligations, internal and external privacy policies, guidance, industry standards, and other obligations that govern the processing of personal information. Additionally, we are or may become subject to other laws and regulations around the world with respect to the Internet related to, among other things, content liability, security requirements, critical infrastructure designations, Internet resiliency, law enforcement access to information, net neutrality, data localization requirements, and restrictions on social media or other content.

In the United States, federal, state, and local governments have enacted numerous privacy and data security laws, including data breach notification laws, personal data privacy laws, consumer protection laws (e.g., Section 5 of the FTC Act), and other similar laws (e.g., wiretapping laws). Domestically, states have also begun to introduce more comprehensive privacy and data security legislation, including data breach notification laws, personal information privacy laws, and consumer protection laws.

In the past few years, numerous U.S. states—including California, Virginia, Colorado, Connecticut, and Utah—have enacted comprehensive privacy and data security laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal information. As applicable, such rights may include the right to access, correct, or delete certain personal information, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making. The exercise of these rights may impact our business and ability to provide our products and services. Certain states also impose stricter requirements for processing certain personal information, including sensitive information, such as conducting data privacy impact assessments. These state laws allow for statutory fines for noncompliance. For example, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (“CPRA”), collectively ("CCPA") applies to personal information of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of such individuals to exercise certain privacy rights related to their personal information. The CCPA allows for statutory fines for noncompliance (up to $7,500 per violation), as well as a private right of action for individuals affected by certain data breaches to recover significant statutory damages.

Similar laws have been proposed in several other states and at the federal and local levels, and we expect more states to pass similar laws in the future, which could increase our compliance costs and adversely affect our business.

Our customers may deploy AI models or technologies using our platform, and our employees and personnel may use AI to perform their work. Governments have passed and are likely to pass additional laws regulating AI. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits. If we are unable to use AI, it could make our business less efficient and result in competitive disadvantages. Due to inaccuracies or flaws in the inputs, outputs, or logic of the AI, the model could be biased and could lead us to make decisions that could bias certain individuals (or classes of individuals), and adversely impact their rights, employment, and ability to obtain certain pricing, products, services, or benefits.

Several jurisdictions around the globe, including Europe and certain U.S. states, have proposed, enacted, or are considering laws governing the development, deployment and use of AI, such as the European Union’s (the “EU”) AI Act. We expect other jurisdictions will adopt similar laws. These obligations may make it harder for us to conduct our business using AI, lead to regulatory fines or penalties, require us to change our business practices, retrain our AI, or prevent or limit our use of AI. If we cannot use or are restricted in using AI technologies, or deployment of AI by our customers using our platform is affected, our business may be less efficient, or we may be at a competitive disadvantage.

Outside of the United States, an increasing number of foreign laws and regulations apply to privacy and data security. For example, the European Union’s General Data Protection Regulation (“EU GDPR”), the United Kingdom’s GDPR (“UK GDPR”), (collectively “GDPR”) Brazil’s General Data Protection Law (Lei Geral de Proteção de Dados Pessoais or “LGPD”) (Law No. 13,709/2018), Canada’s Personal Information Protection and Electronic Documents Act (“PIPEDA”) and Canada’s Anti-Spam Legislation (“CASL”), and China’s Personal Information Protection Law (“PIPL”) impose strict requirements for processing the personal information of individuals. For example, under the GDPR, government regulators may impose restrictions or injunctions on data processing, and fines of up to 20 million euros (£17.5 million) or 4% of annual global revenue, whichever is greater. The GDPR also provides for private litigation related to the processing of personal information, which can be brought by classes of data subjects or consumer protection organizations authorized by law to represent the interests of such classes. European legislative proposals and existing laws and regulations also apply to cookies and similar tracking technologies, electronic communications, and marketing. In the EU and the United Kingdom (the “UK”), regulators are increasingly focusing on compliance with requirements related to the online behavioral advertising ecosystem. It is anticipated that the ePrivacy Regulation and national implementing laws will replace the current national laws that implement the ePrivacy Directive that governs electronic communications. Compliance with these laws may require us to make significant operational changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, and subject us to liabilities. Furthermore, there is a new regulation in the EU related to AI that will impose onerous obligations related to the use of AI-related systems and may require us to change our business practices. We may also become subject to new laws in the EU that regulate cybersecurity and non-personal information, such as the European Data Act. Depending on how these laws are interpreted, we may have to adapt our business practices and products to comply with such obligations.

Certain jurisdictions have enacted data localization laws and cross-border personal information transfer laws, which could make it more difficult to transfer information across jurisdictions. In particular, the European Economic Area (“EEA”) and the UK have significantly restricted the transfer of personal information to the United States and other countries whose privacy and data security laws are generally believed to be inadequate. Other jurisdictions may adopt similarly stringent interpretations of their data localization and cross-border personal information transfer laws. Although there are currently various mechanisms that may be used to lawfully transfer personal information to the United States, such as the standard contractual clauses for transfers from the EEA and UK, the UK’s International Data Transfer Agreement / Addendum, and the EU-U.S. Data Privacy Framework (which allows for transfers to relevant U.S.-based organizations who self-certify compliance and participate in the Framework), these mechanisms are subject to legal challenges and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal information to the United States or elsewhere. Certain countries outside Europe (e.g., Russia, China, Brazil) have also passed or are considering laws requiring local data residency or otherwise impeding the transfer of personal information across borders, any of which could increase the cost and complexity of doing business.

If there is no lawful manner for us to transfer personal information from the EEA, the UK or other jurisdictions to the United States or elsewhere, or if the requirements for a legally-compliant transfer are too onerous, we may face significant adverse consequences, such as the interruption or degradation of our operations, increased exposure to regulatory actions, substantial fines, injunctions against processing or transferring personal information, determinations by customers not to use our services, limited ability to collaborate with parties that are subject to cross-border data transfer or localization laws, and the need to increase or relocate our personal information processing capabilities and infrastructure in foreign jurisdictions at significant expense. Additionally, companies that transfer personal information out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers out of Europe for allegedly violating the EU GDPR’s cross-border data transfer limitations.

In addition to government regulation, privacy advocates, and industry groups may propose new and different self-regulatory standards that may apply to us. We may publish privacy policies, marketing materials and other statements, such as compliance with certain certifications or self-regulatory principles, regarding privacy and data security. If these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences. We may also be bound by contractual obligations related to privacy and data security, and our efforts to comply with such obligations may not be successful. For example, certain privacy and data security laws, such as the EU GDPR and the CCPA, require our customers to impose specific contractual restrictions on their service providers. Additionally, in limited circumstances, under various privacy and data security laws and other obligations, we may be required to obtain certain consents to process personal information. Our inability or failure to do so could result in adverse consequences. Laws relating to the liability of providers of online services for activities of their users and other third parties are currently being tested by a number of claims, including actions based on invasion of privacy and other torts, unfair competition, copyright and trademark infringement, and other theories based on the nature and content of the materials searched, the ads posted, or the content provided by users. Moreover, our global platform outage in June 2021 increased our public profile and resulted in more frequent interest in our company by regulators. Any additional outages may draw additional scrutiny or focused legislation from regulators.

In addition, the United States or foreign jurisdictions may establish new laws or regulations regarding the Internet or online services. These new laws and regulations may affect our products and infrastructure, which could cause us to incur substantial costs to comply, expose us to regulatory scrutiny, criminal or civil liability, require us to fundamentally change our products or operations, or otherwise have an adverse effect on our business.

Obligations relating to privacy and data security (and customers' data privacy expectations) are evolving, increasingly stringent, creating uncertainty, and may result in increasing scrutiny. Such obligations may be subject to different applications and interpretations, and which may be inconsistent and conflicting among different jurisdictions. Preparing for and complying with these obligations require us to devote significant resources and may necessitate changes to our services, information technologies, systems, and practices and to those of any third parties that process personal information on our behalf. Because the interpretation and application of privacy and data security related obligations are uncertain, they may be interpreted or applied in a manner that is inconsistent with our existing data management practices or the functionality of our platform. We could be required to fundamentally change our business activities and practices or modify our software, which could have an adverse effect on our business. Future restrictions on the collection, use, sharing, or disclosure of data or additional requirements for express or implied consent of our customers, partners, or end-users for the use and disclosure of such information could require us to incur additional costs or modify our platform, possibly in a material manner, and could limit our ability to develop new functionality.

We may at times fail (or be perceived to have failed) in our efforts to comply with our privacy and data security obligations. Moreover, despite our efforts, our personnel or third parties on whom we rely may fail to comply with such obligations, which could negatively impact our business operations.

Any failure or perceived failure by us or third parties upon whom we rely to comply with obligations, relating to privacy and data security may result in significant consequences including but not limited to governmental investigations and enforcement actions (e.g., investigations, fines, penalties, audits, inspections, and similar), litigation (including class-action claims), additional reporting requirements and/or oversight, bans on processing personal data, and orders to destroy or not use personal information.

Any of these events could have a material adverse effect on our reputation, business, or financial condition, including but not limited to: loss of customers; interruptions or stoppages in our business operations; inability to process personal information or to operate in certain jurisdictions; limited ability to develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or substantial changes to our business model or operations.

Activities of our customers or the content of their websites and other Internet properties may violate applicable laws and/or our terms of service and could subject us to lawsuits, regulatory enforcement actions, and/or liability in various jurisdictions.

Through our network, we provide a wide variety of products that enable our customers and our customers' users to exchange information, conduct business, and engage in various online activities both domestically and internationally. Our customers and our customers' users may use our network and products in violation of applicable law or in violation of our terms of service or the customer's own policies. The existing laws relating to the liability of providers of online products and services for activities of their users are highly unsettled and in flux both within the United States and internationally. In the future we may be subject to lawsuits and/or liability arising from the conduct of our customers and our customers' users. Additionally, the conduct of our customers and our customers' users may subject us to regulatory enforcement actions and/or liability. There can be no assurance that we will not face litigation in the future or that we will prevail in any litigation we may face. An adverse decision in one or more of these lawsuits could materially and adversely affect our business, results of operations, and financial condition.

Several U.S. federal statutes may apply to us with respect to various activities of our customers, including the Digital Millennium Copyright Act ("DMCA"), which provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet; and section 230, enacted in the Communications Decency Act ("CDA"), which addresses blocking and screening of content on the Internet. Although these and other similar legal provisions provide limited protections from liability for service providers like us, those protections may not be interpreted in a way that applies to us, may be amended or removed in the future, or may not provide us with complete protection from liability claims. If we are found not to be protected by the safe harbor provisions of the DMCA, CDA or other similar laws, or if we are deemed subject to laws in other countries that may not have the same protections or that may impose more onerous obligations on us, we may owe substantial damages and our brand, reputation, and financial results may be harmed.

Policies and laws in this area remain highly dynamic, and we may face additional theories of intermediary liability in various jurisdictions. For example, policymakers in the United States have called for a re-examination of CDA section 230 and copyright law, the UK has passed the Online Safety Act 2023, and the EU has implemented the Digital Services Act and Digital Markets Act to impose additional legal requirements on certain service providers. The DSA sets out a framework of layered responsibilities targeted at different types of services, including requirements for service providers to act on orders against illegal content and to publish reports on moderation of content. Member States can also issue rules on penalties for violating the DSA, with fines of up to 6% of annual global revenue. Complying with these obligations could cause us to change our products, policies, and procedures. In addition, in 2019, the EU approved a Copyright Directive that will impose additional obligations on service providers and failure to comply could give rise to significant liability. Other laws and pending legislation at the EU level (terrorist content, child sexual abuse materials) and in the UK (online harms), Australia (online harms), and India (Digital India Act), as well as other new laws like them, may also expose Internet companies like us to significant liability. We may incur additional costs to comply with these new laws, which may have an adverse effect on our business, results of operations, and financial condition.

We could be subject to claims for potential damages based on a significant number of online occurrences under statutory or other damage theories. Such claims may result in liability that exceeds our ability to pay or our insurance coverage. Even if potential claims against us are ultimately unsuccessful, defending against such claims could increase our legal expenses and divert management's attention from the operation of our business, which could materially and adversely impact our business and results of operations.

Our sales to highly regulated organizations and government entities are subject to a number of challenges and risks.

We sell to customers in highly regulated industries such as financial services, insurance, and healthcare, as well as to various governmental agency customers, including state and local agency customers, and foreign governmental agency customers. Sales to such entities are subject to a number of challenges and risks. Selling to such entities can be highly competitive, expensive, and time-consuming, often requiring significant upfront time and expense without any assurance that these efforts will generate a sale. Government contracting requirements may change and in doing so restrict our ability to sell into the government sector until we comply with the revised requirements. Government demand and payment for our offerings are affected by public sector budgetary cycles and funding authorizations, with funding reductions or delays adversely affecting public sector demand for our offerings.

Further, highly regulated and governmental entities may demand shorter contract terms or other contractual provisions that differ from our standard arrangements, including terms that can lead those customers to obtain broader rights in our offerings than would be standard. Such entities may have statutory, contractual, or other legal rights to terminate contracts with us or our partners due to a default or for other reasons, and any such termination may harm our business. In addition, these governmental agencies may be required to publish the rates we negotiate with them, which could harm our negotiating leverage with other potential customers and in turn harm our business.

The success of our business depends on customers' continued and unimpeded access to our platform on the Internet.*

Our customers must have Internet access in order to use our platform. Some Internet providers may take measures that affect their customers' ability to use our platform, such as degrading the quality of the content we transmit over their lines, giving that content lower priority, giving other content higher priority than ours, blocking our content entirely, or attempting to charge their customers more for using our platform.

In January 2018, the Federal Communications Commission (the "FCC"), repealed the "network neutrality" rules adopted during the Obama Administration, which barred Internet service providers from blocking or slowing down access to online content, protecting services like ours from such interference. The 2018 decision was largely affirmed by the United States Court of Appeals for the District of Columbia Circuit, subject to a remand to consider several issues raised by parties that supported network neutrality, and in November 2020 the FCC affirmed its decision to repeal the rules. On October 19, 2023, the FCC adopted a notice of proposed rulemaking that would reinstate the network neutrality rules, and asked for comment on that proposal and on potential changes to those rules. On April 25th, 2024, April 25, 2024, the FCC voted to restore the network neutrality rules which bring back a national standard for broadband reliability, security, and consumer protection. On August 1, 2024, the United States Court of Appeals for the Sixth Circuit granted a stay of the network neutrality rules. We cannot predict the impact of such rules or the outcome of any legal challenges to such rules on our operations or business. A number of states have adopted or are adopting or considering legislation or executive actions that would regulate the conduct of broadband providers. California's state-specific network neutrality law has taken effect, as has a similar law in Vermont, but a challenge to the Vermont law remains pending and has been suspended until an appeal in another case addressing state powers to adopt internet regulation is resolved. In addition, the status of state regimes may be affected by the FCC's action in its new network neutrality proceeding. We cannot predict whether any FCC order or other state initiatives will be enforced, modified, overturned, or vacated by legal action of the court, federal legislation, or the FCC.

To the extent network operators attempt to interfere with our platform, absent network neutrality rules, attempt to interfere with our services, extract fees from us to deliver our platform, or otherwise engage in discriminatory practices, our business could be adversely impacted. Within such a regulatory environment, we could experience discriminatory or anti-competitive practices that could impede our domestic and international growth, cause us to incur additional expense, or otherwise harm our business. At the same time, re-adoption of network neutrality rules could affect the services used by us and our customers by restricting the offerings made by Internet service providers or reducing their incentives to invest in their networks. Such actions could limit or reduce the quality of Internet access services and have an adverse impact on the quality of the services we provide to our customers.

We are subject to anti-corruption, anti-bribery, anti-money laundering and similar laws, and non-compliance with such laws can subject us to criminal and/or civil liability and harm our business.

We are subject to the United States Foreign Corrupt Practices Act, the United States domestic bribery statute contained in 18 U.S.C. § 201, the United States Travel Act, the U.K. Bribery Act, and other anti-bribery and anti-money laundering laws in the countries in which we conduct activities. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly to generally prohibit companies and their employees and third-party intermediaries from authorizing, offering or providing, directly or indirectly, improper payments, or benefits to recipients in the public or private sector. As we increase our international sales and business and sales to the public sector, we may engage with business partners and third-party intermediaries to market our platform and to obtain necessary permits, licenses, and other regulatory approvals. In addition, we or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners, and agents, even if we do not explicitly authorize such activities.

While we have policies and procedures to address compliance with such laws, we cannot assure you that all of our employees and agents will not take actions in violation of our policies and applicable laws, for which we may be ultimately held responsible. As we increase our international sales and business, our risks under these laws may increase.

Detecting, investigating, and resolving actual or alleged violations can require a significant diversion of time, resources, and attention from senior management. In addition, noncompliance with anti-corruption, anti-bribery, or anti-money laundering laws could subject us to whistleblower complaints, investigations, sanctions, settlements, prosecution or other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, suspension or debarment from contracting with certain persons, the loss of export privileges, reputational harm, adverse media coverage, and other collateral consequences. If any subpoenas or investigations are launched, or governmental or other sanctions are imposed or if we do not prevail in any possible civil or criminal litigation, our business could be harmed. In addition, responding to any action will likely result in a materially significant diversion of management's attention and resources and significant defense costs and other professional fees. Enforcement actions and sanctions could further harm our business.

Changes in our effective tax rate or tax liability may harm our business.

Our effective tax rate could be adversely impacted by several factors, including:

- Changes in the relative amounts of income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates;
- Changes in tax laws, tax treaties, and regulations or the interpretation of them;
- Changes to our assessment about our ability to realize our deferred tax assets that are based on estimates of our future results, the prudence and feasibility of possible tax planning strategies, and the economic and political environments in which we do business;
- The outcome of current and future tax audits, examinations, or administrative appeals; and
- Limitations or adverse findings regarding our ability to do business in some jurisdictions.

Should our effective tax rate rise, our business could be harmed.

We could be required to collect additional sales taxes or be subject to other tax liabilities that may increase the costs our clients would have to pay for our offering and harm our business.

An increasing number of states have considered or adopted laws that attempt to impose tax collection obligations on out-of-state companies. Additionally, the Supreme Court of the United States ruled in South Dakota v. Wayfair, Inc. et al ("Wayfair") that online sellers can be required to collect sales and use tax despite not having a physical presence in the buyer's state. In response to Wayfair, or otherwise, states or local governments may adopt, or begin to enforce, laws requiring us to calculate, collect, and remit taxes on sales in their jurisdictions. A successful assertion by one or more jurisdictions requiring us to collect taxes where we presently do not do so, or to collect more taxes in a jurisdiction in which we currently do collect some taxes, could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. The imposition by state governments or local governments of sales tax collection obligations on out-of-state sellers could also create additional administrative burdens for us, put us at a competitive disadvantage if they do not impose similar obligations on our competitors and decrease our future sales, which could harm our business.

Adverse tax laws or regulations could be enacted or existing laws could be applied to us, which could adversely affect our business and financial condition.

We operate, and are subject to taxes, in the United States and numerous other jurisdictions throughout the world. The U.S. federal, state, local, or non-U.S. international tax laws on income, sales, use, indirect, or other tax laws, statutes, rules, regulations, or ordinances on multinational corporations to which we are subject are or under which we operate are unsettled in certain respects and may be subject to significant change. For example, many countries in Europe, as well as a number of other countries and organizations, including the Organization for Economic Cooperation and Development and the European Commission, have recently proposed, recommended, or (in the case of countries) enacted changes to existing tax laws or new tax laws that could significantly increase our tax obligations in the countries where we do business or require us to change the manner in which we operate our business. These proposals, recommendations and enactments include changes to the existing framework in respect of income taxes, as well as new types of non-income taxes (such as taxes based on a percentage of revenue or taxes applicable to digital services), which could apply to our business. These contemplated tax initiatives, if finalized and adopted by countries, may ultimately impact our effective tax rate and could adversely affect our sales activity resulting in a negative impact on our operating results and cash flows.

In addition, existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, modified, or applied adversely to us (possibly with retroactive effect), which could require us to pay additional tax amounts, fines or penalties, and interest for past amounts. The additional tax obligations could relate to our taxes or obligations to report or withhold on customer taxes. We could take steps to collect customer related taxes, but if we are unsuccessful in collecting such taxes from our customers, we could be held liable for such costs, thereby adversely impacting our operating results and cash flows. Further, if our customers must pay additional fines or penalties, it could adversely affect demand for our services.

Legislation enacted in 2017 informally titled the "Tax Act" significantly revised the Internal Revenue Code of 1986, as amended (the "Code"). In 2022, the Inflation Reduction Act of 2022 (the "IRA") was enacted, which includes provisions that impact the U.S. federal income taxation of corporations, including imposing a minimum tax on the book income of certain large corporations and an excise tax on certain corporate stock repurchases that is imposed on the corporation repurchasing such stock. Future legislation or regulatory guidance, including under the Tax Act or the IRA, or other executive or Congressional actions in the United States may occur, including as a result of the recent presidential and congressional elections in the United States, and could ultimately increase or lessen the impact of such taxes on our business and financial condition. We urge our stockholders to consult with their legal and tax advisors with respect to this legislation and the potential tax consequences of investing in or holding our Class A common stock.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.

Our net operating loss ("NOL") carryforwards could expire unused and be unavailable to offset future income tax liabilities because of their limited duration or because of restrictions under United States tax law. For U.S. federal income tax purposes, our NOLs generated in tax years beginning before January 1, 2018 are permitted to be carried forward for 20 years. Our U.S. federal NOLs generated in tax years beginning after December 31, 2017 may be carried forward indefinitely, but our use of such U.S. federal NOLs generally is limited to 80% of such year's taxable income, computed without regard to the NOL deduction and certain other deductions. It is uncertain if, and to what extent, various states will conform to these limitations on the use of U.S. federal NOLs.

In addition, under Section 382 of the Code, a corporation that undergoes an "ownership change" may be subject to limitations on its ability to utilize its pre-change NOLs to offset future taxable income. A detailed analysis was performed through December 31, 2021 for us to determine whether an ownership change under Section 382 of the Code has occurred, and ownership changes were identified in 2013 and 2020. As a result of this analysis, we concluded that there is no longer any limitation on our utilization of such NOLs. A detailed analysis was performed for the period March 1, 2014 to October 1, 2020 for Signal Sciences to determine whether an ownership change under Section 382 of the Code has occurred and an ownership change was identified in 2020. As a result of this analysis, we concluded that there is no longer any limitation on our utilization of the NOLs of Signal Sciences. We may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which shifts are outside our control. Furthermore, our ability to utilize NOLs of companies that we have acquired or may acquire in the future may be subject to limitations. For these reasons, we may not be able to utilize a material portion of the NOLs, even if we were to achieve profitability.

Our international operations may subject us to potential adverse tax consequences.

We are expanding our international operations and staff to better support our growth into international markets. Our corporate structure and associated transfer pricing policies contemplate future growth into the international markets, and consider the functions, risks, and assets of the various entities involved in the intercompany transactions. The amount of taxes we pay in different jurisdictions may depend on: the application of the tax laws of the various jurisdictions, including the United States, to our international business activities; changes in tax rates; new or revised tax laws or interpretations of existing tax laws and policies; and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for pricing intercompany transactions pursuant to our intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a challenge or disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest, and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows, and lower overall profitability of our operations. Our financial statements could fail to reflect adequate reserves to cover such a contingency.

We are subject to governmental export and import controls that could impair our ability to compete in international markets or subject us to liability if we violate such controls.

Our products are subject to United States export controls, including the Export Administration Regulations administered by the United States Commerce Department, and economic sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department (“OFAC”). We incorporate encryption technology into certain of our products. These encryption products and the underlying technology may be exported outside of the United States only with the required export authorizations. Other countries also regulate the import and export of certain encryption products and technology through import and export licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our customers’ ability to implement our products in those countries. Additionally, export restrictions recently imposed on Russia and Belarus in connection with the military conflict involving Ukraine specifically restrict the export of encryption software to these locations.

Furthermore, our activities are subject to United States economic sanctions laws and regulations that generally prohibit the direct or indirect exportation or provision of products and services to countries, governments, and individuals and entities targeted by United States embargoes or sanctions, except to the extent authorized by OFAC or exempt from sanctions. For example, following Russia’s invasion of Ukraine, the United States and other countries imposed economic sanctions and severe export control restrictions against Russia and Belarus, and the United States and other countries could impose wider sanctions and export restrictions and take other actions should the conflict further escalate. Obtaining the necessary export license or other authorization for a particular sale may not always be possible, and, even if the export license is ultimately granted, the process may be time-consuming and may result in the delay or loss of sales opportunities. Violations of United States sanctions or export control laws can result in significant fines or penalties, and possible incarceration for responsible employees and managers could be imposed for criminal violations of these laws.

Changes in our products or future changes in export and import regulations may create delays in the introduction of our products in international markets, prevent our customers with international operations from deploying our products globally, or, in some cases, prevent the export or import of our products to certain countries, governments, or persons altogether. From time to time, various governmental agencies have proposed additional regulation of encryption products and technology, including the escrow and government recovery of private encryption keys. Any change in export or import regulations, economic sanctions or related legislation, increased export and import controls, or change in the countries, governments, persons, or technologies targeted by such regulations could result in decreased use of our products by, or in our decreased ability to export or sell our products to, existing or potential customers with international operations. Any decreased use of our products or limitation on our ability to export or sell our products would harm our business.

We are exposed to fluctuations in currency exchange rates.

Our sales contracts are primarily denominated in U.S. dollars, and therefore a majority of our revenue is not subject to foreign currency revaluation. However, a strengthening of the U.S. dollar could increase the real cost of our platform to our customers outside of the United States, which could cause an increase in requests to renegotiate contracts and adversely affect our operating results. Foreign currency exchange rates have recently been and could continue to be subject to increased volatility. In addition, our international sales in the future could become foreign currency denominated sales, increasing our foreign currency risk. In addition, an increasing portion of our operating expenses is incurred outside the United States. These operating expenses are denominated in foreign currencies and are subject to fluctuations due to changes in foreign currency exchange rates. As these expenses become more material and if there are significant fluctuations in foreign currency exchange rates, this could result in significant fluctuations in our operating expenses and results of operations, which could harm our business.

The phase-out of the London Interbank Offered Rate (“LIBOR”), or the replacement of LIBOR with a different reference rate, may adversely affect interest rates.

On July 27, 2017, the Financial Conduct Authority (the “FCA”), the authority that regulates LIBOR, announced that after December 31, 2021, it would no longer compel banks to submit the rates required to calculate LIBOR. On March 5, 2021, the ICE Benchmark Administration, which administers LIBOR, and the FCA announced that all LIBOR settings would either cease to be provided by any administrator, or would no longer be representative, immediately after December 31, 2021 for all non-U.S. dollar LIBOR settings and one-week and two-month U.S. dollar LIBOR settings, and immediately after June 30, 2023 for the remaining U.S. dollar LIBOR settings. On June 28, 2023, we entered into the First Amendment to Credit Agreement with the Lenders and First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as a lender and as administrative agent and collateral agent for the Lenders to, among other things, amend the interest rate provisions to replace LIBOR with the Secured Overnight Financing Rate (“SOFR”) as the interest rate benchmark. The shift to SOFR from LIBOR is complex and may adversely affect our business, financial condition, results of operations, liquidity, and cash flows.

Unfavorable conditions in our industry or the global economy, rising inflation or reductions in information technology spending could harm our business.

Global economic conditions have impacted, and will likely continue to impact, businesses around the world, including ours. Inflation and other macroeconomic pressures in the U.S. and the global economy such as rising interest rates, banking instability and recession fears are creating a complex and challenging environment for us and our customers. Our results of operations may vary based on the impact of changes in our industry or the global economy on us or our customers and potential customers. Current or future economic uncertainties or downturns could adversely affect our business and results of operations. The U.S. capital markets experienced and continue to experience extreme volatility. While our ability to do business has not been materially affected, and the global restrictive measures that have been taken in response to such events, and could be taken in the future, have created significant global economic uncertainty that could prolong and escalate tensions and expand the geopolitical conflict, which could have a lasting impact on regional and global economies, any of which could harm our business and operating results. Further, due to political uncertainty and international military actions, we and the third parties upon which we rely may be vulnerable to a heightened risk of security breaches, computer malware, social-engineering attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, and other cyber-attacks, including attacks that could materially disrupt our systems and operations, supply chain, and ability to do business. These attacks are expected to continue to occur in the future. Furthermore, inflation rates in the U.S. in the past few years have increased to levels not seen in decades, prompting the Federal Reserve to increase interest rates. Negative conditions in the general economy both in the United States and abroad, including conditions resulting from changes in gross domestic product growth, financial and credit market fluctuations, currency and interest rate fluctuations, political turmoil, natural catastrophes, warfare, public health issues, and terrorist attacks on the United States, Europe, the Asia Pacific region, or elsewhere, could cause a downturn or recession and a decrease in business investments, including spending on information technology, which would harm our business. To the extent that our platform and our products are perceived by customers and potential customers as too costly, or difficult to deploy or migrate to, our revenue may be disproportionately affected by delays or reductions in general information technology spending. Also, our competitors, many of whom are larger and have greater financial resources than we do, may respond to market conditions by lowering prices and attempting to lure away our customers. In addition, the increased pace of consolidation in certain industries may result in reduced overall spending on our products. We cannot predict the timing, strength, or duration of any economic slowdown, instability, or recovery, generally or within any particular industry.

Risks Related to Intellectual Property

We could incur substantial costs in protecting or defending our proprietary rights, and any failure to adequately protect our rights could impair our competitive position and we may lose valuable assets, experience reduced revenue, and incur costly litigation to protect our rights.

Our success is dependent, in part, upon protecting our proprietary technology. We rely on a combination of patents, copyrights, trademarks, service marks, trade secret laws, and contractual provisions in an effort to establish and protect our proprietary rights. However, the steps we take to protect our intellectual property may be inadequate. While we have issued patents in the United States and other countries and have additional pending patent applications, we may be unable to obtain patent protection for the technology covered in our patent applications. In addition, any patents issued in the future may not provide us with competitive advantages, or may be successfully challenged by third parties. Any of our patents, trademarks, or other intellectual property rights may be challenged or circumvented by others or invalidated through administrative process or litigation. There can be no guarantee that others will not independently develop similar products, duplicate any of our products, or design around our patents. Furthermore, legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our products and use information that we regard as proprietary to create products and services that compete with ours. Some license provisions protecting against unauthorized use, copying, transfer, and disclosure of our products may be unenforceable under the laws of jurisdictions outside the United States. To the extent we expand our international activities, our exposure to unauthorized copying and use of our products and proprietary information may increase.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. No assurance can be given that these agreements will be effective in controlling access to and distribution of our products and proprietary information. Further, these agreements do not prevent our competitors or partners from independently developing technologies that are substantially equivalent or superior to our platform.

In order to monitor and protect our intellectual property rights, we may be required to spend significant resources. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Litigation brought to protect and enforce our intellectual property rights could be costly, time consuming, and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our platform, impair the functionality of our platform, delay introductions of new products, result in our substituting inferior or more costly technologies into our products, or injure our reputation. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Moreover, policing unauthorized use of our technologies, trade secrets, and intellectual property may be difficult, expensive, and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak. If we fail to meaningfully protect our intellectual property and proprietary rights, our business may be harmed.

We may in the future be subject to legal proceedings and litigation relating to intellectual property disputes, which are costly and may subject us to significant liability and increased costs of doing business. Our business may suffer if it is alleged or determined that our technology infringes the intellectual property rights of others.

Our industry is characterized by the existence of a large number of patents, copyrights, trademarks, trade secrets, and other intellectual property rights. From time to time, we may be required to defend against litigation claims by other companies based on allegations of infringement or other violations of their intellectual property rights. Many of these companies have the capability to dedicate substantially greater resources than us to enforce their intellectual property rights and to defend claims that may be brought against them. Therefore, we may not be able to withstand any third-party claims or rights against their use. In addition, we may be required to defend against litigation claims by patent holding companies or other adverse patent owners that have no relevant product revenue. If a third party is able to obtain an injunction preventing us from accessing such third-party intellectual property rights, or if we cannot license or develop technology for any infringing aspect of our business, we would be forced to limit or stop selling products impacted by the claim or injunction or cease business activities covered by such intellectual property, and may be unable to compete effectively. Any inability to license third-party technology in the future would have an adverse effect on our business and operating results, and would adversely affect our ability to compete. We may also be contractually obligated to indemnify our customers in the event of infringement of a third party's intellectual property rights. We receive demands for such indemnification from time to time and expect to continue to do so. Responding to such claims, regardless of their merit, can be time consuming, costly to defend in litigation, and damage our reputation and brand.

Lawsuits are time-consuming and expensive to resolve and they divert management's time and attention. Although we carry insurance, our insurance may not cover potential claims of this type or may not be adequate to indemnify us for all liability that may be imposed. We cannot predict the outcome of lawsuits, and the results of any such actions may harm our business.

Elements of our platform and our products use open source software, which may restrict the functionality of our platform and our products, or require that we release the source code of certain products subject to those licenses.

Our platform incorporates software licensed under open source licenses. Such open source licenses typically require that source code subject to the license be made available to the public and that any modifications or derivative works to open source software continue to be licensed under open source licenses. Few courts have interpreted open source licenses, and the manner in which these licenses may be interpreted and enforced is therefore subject to some uncertainty. We rely on multiple software programmers to design our proprietary technologies, and we do not exercise complete control over the development efforts of our programmers and we cannot be certain that our programmers have not incorporated open source software into our proprietary products and technologies or that they will not do so in the future. In the event that portions of our proprietary technology are determined to be subject to an open source license, we could be required to publicly release the affected portions of our source code, re-engineer all or a portion of our technologies, or otherwise be limited in the licensing of our technologies, each of which could reduce or eliminate the value of our platform and technologies and materially and adversely affect our ability to sustain and grow our business.

Provisions in various agreements potentially expose us to substantial liability for intellectual property infringement, data protection, and other losses.

Our agreements with customers and other third parties generally include provisions under which we are liable or agree to indemnify them for losses suffered or incurred as a result of claims of intellectual property infringement, data protection, damages caused by us to property or persons, or other liabilities relating to or arising from our platform, services, or other contractual obligations. Some of these agreements provide for uncapped liability for which we would be responsible, and some provisions survive termination or expiration of the applicable agreement. Large liability payments could harm our business, results of operations, and financial condition. Although we normally contractually limit our liability with respect to such obligations, we may still incur substantial liability related to them, and in case of an intellectual property infringement indemnification claim, we may be required to cease use of certain functions of our platform as a result of any such claims. Any dispute with a customer with respect to such obligations could have adverse effects on our relationship with that customer and other existing customers and new customers and harm our business. Even when we have contractual protections against such customer claims, we may choose to honor a customer's request for indemnification or otherwise seek to maintain customer satisfaction by issuing customer credits, assisting our customer in defending against claims, or in other ways.

Risks Related to Ownership of Our Class A Common Stock

Our stock price may be volatile, and the value of our Class A common stock may decline.

Historically, our stock price has been volatile. During the year ended December 31, 2023, our stock traded as high as $24.31 per share and as low as $7.97 per share, and from January 1, 2024 to July 31, 2024 October 31, 2024, our stock price has ranged from $25.87 per share to $6.77 $5.52 per share. The market price of our Class A common stock may continue to be highly volatile and may fluctuate or decline substantially as a result of a variety of factors, some of which are beyond our control or are related in complex ways, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- decreased usage by one or more of our customers;
- variance in our financial performance from expectations of securities analysts or investors;
- changes in the pricing we offer our customers;
- changes in our projected operating and financial results;
- changes in laws or regulations applicable to our platform or related products;
- announcements by us or our competitors of significant business developments, acquisitions, or new offerings;
- publicity associated with network outages and problems;
- our involvement in litigation;
- changes in senior management or key personnel;
- the trading volume of our Class A common stock;
- potential equity or debt financings;
- changes in the anticipated future size and growth rate of our market; and
- general political, social, economic, regulatory, and market conditions, in both domestic and our foreign markets, including the effects of global events like the war in Ukraine and the more recent hostilities in Israel on the global economy, labor shortages, supply chain disruptions, inflation, increased interest rates, banking instability and slow or negative growth of our markets.

Broad market and industry fluctuations, as well as general economic, political, social, regulatory, and market conditions, may impact the market price of our Class A common stock. For example, in connection with the COVID-19 pandemic, we initially experienced an increase in the usage of our platform, and as a result, the trading price of our Class A common stock significantly increased. Over the past few years, our stock price has declined significantly. There are no assurances that the trading price of our Class A common stock will recover to prior levels. Moreover, the trading price of our Class A common stock could experience further volatility and declines. These fluctuations could cause you to lose all or part of your investment in our Class A common stock.

In addition, extreme price and volume fluctuations in the stock markets have affected and continue to affect many technology companies' stock prices, including ours. Often, their stock prices have fluctuated in ways unrelated or disproportionate to the companies' operating performance.

In the past, companies that have experienced volatility in the market price of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future, which could result in substantial costs and divert our management's attention.

We may not have the ability to raise the funds necessary to repay or settle conversions of the Notes in whole or in part in cash or to repurchase the Notes upon a fundamental change, and our future debt may contain limitations on our ability to pay cash upon conversion or repurchase of the Notes.

In March 2021, we entered into a purchase agreement for the sale of an aggregate of $948.8 million principal amount of our 0% convertible senior notes due 2026 (the "Notes"). During the year ended December 31, 2022, we entered into separate, privately negotiated transactions with certain holders of the Notes to repurchase approximately $235.0 million aggregate principal amount of the Notes for an aggregate cash repurchase price of approximately $176.4 million. During the year ended December 31, 2023, we entered into several separate, privately negotiated transactions with certain holders of the Notes to repurchase (the "Repurchases") $367.3 million aggregate principal amount of the

Notes for an aggregate cash repurchase price of $309.1 million and aggregate transaction costs of $2.0 million. The remaining Notes with an aggregate principal amount of $346.5 million will mature on March 15, 2026, unless earlier converted, redeemed or repurchased. Holders of the Notes will have the right, subject to certain conditions and limited exceptions, to require us to repurchase all or a portion of their Notes upon the occurrence of a fundamental change at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid special interest, if any, as described in the indenture governing the Notes. If our stock price is lower than the conversion price of the Notes on maturity, the holders of our Notes will likely not convert and we will have to repay those Notes in cash. In addition, upon conversion of the Notes, unless we elect to deliver solely shares of our Class A common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the Notes being converted as described in the indenture governing the Notes. However, we may not have enough available cash or be able to obtain financing at the time we are required to repay or make repurchases of Notes surrendered therefor or pay cash with respect to Notes being converted. In addition, our ability to repurchase the Notes or to pay cash upon conversions of the Notes may be limited by law, by regulatory authority or by agreements governing our future indebtedness. Our failure to repurchase notes at a time when the repurchase is required by the indenture or to pay any cash payable on future conversions of the Notes as required by the indenture would constitute a default under the indenture. A default under the indenture governing the Notes or the fundamental change itself could also lead to a default under agreements governing our future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase the Notes or make cash payments upon conversions thereof. Such acceleration could result in our bankruptcy. In a bankruptcy, the holders of the Notes would have a claim to our assets that is senior to the claims of our equity holders.

Conversion of the Notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our Class A common stock.

The conversion of some or all of the Notes will dilute the ownership interests of our stockholders. Upon conversion of the Notes, we have the option to pay or deliver, as the case may be, cash, shares of our Class A common stock, or a combination of cash and shares of our Class A common stock. If we elect to settle our conversion obligation in shares of our Class A common stock or a combination of cash and shares of our Class A common stock, any sales in the public market of our Class A common stock issuable upon such conversion could adversely affect prevailing market prices of our Class A common stock. In addition, the existence of the Notes may encourage short selling by market participants because the conversion of the Notes could be used to satisfy short positions, or anticipated conversion of the Notes into shares of our Class A common stock could depress the price of our Class A common stock.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

Our ability to make scheduled payments of the principal of or to refinance our indebtedness, including the Notes, depends on our future performance, which is subject to economic, financial, competitive, and other factors beyond our control. Our business may not generate cash flow from operations in the future sufficient to service our debt, including the Notes, and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, refinancing or restructuring debt or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance or restructure our indebtedness will depend on the capital markets and our financial condition at such time, and if the financial markets become difficult or costly to access, including due to rising interest rates, fluctuations in foreign currency exchange rates or other changes in economic conditions, our ability to raise additional capital may be negatively impacted. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations. Even if we can refinance or restructure our debt, the revised terms may harm our business.

Regulatory actions and other events may adversely affect the trading price and liquidity of the Notes.

We expect that many investors in, and potential purchasers of, the Notes may employ, or seek to employ, a convertible arbitrage strategy with respect to the Notes. Investors would typically implement such a strategy by selling short the Class A common stock underlying the Notes and dynamically adjusting their short position while continuing to hold the Notes. Investors may also implement this type of strategy by entering into swaps on our Class A common stock in lieu of or in addition to short selling the Class A common stock.

The SEC and other regulatory and self-regulatory authorities have implemented various rules and taken certain actions and may in the future adopt additional rules and take other actions, that may impact those engaging in short selling activity involving equity securities (including our Class A common stock). Such rules and actions include Rule 201 of SEC Regulation SHO, the adoption by the Financial Industry Regulatory Authority, Inc. and the national securities exchanges of a “Limit Up-Limit Down” program, the imposition of market-wide circuit breakers that halt trading of securities for certain periods following specific market declines, and the implementation of certain regulatory reforms required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Any governmental or regulatory action that restricts the ability of investors in, or potential purchasers of, the Notes to effect short sales of our Class A common stock, borrow our Class A common stock or enter into swaps on our Class A common stock could adversely affect the trading price and the liquidity of the Notes.

The conditional conversion feature of the Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the Notes is triggered, holders of Notes will be entitled to convert their Notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our Class A common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital, which could impact our existing covenants and inhibit our ability to raise future debt. For additional information regarding the conditional conversion feature of the Notes, see Note 8, Debt Instruments.

Future sales and issuances of our capital stock or rights to purchase capital stock could result in dilution of the percentage ownership of our stockholders and could cause the price of our Class A common stock to decline.

Future sales and issuances of our capital stock or rights to purchase our capital stock could result in substantial dilution to our existing stockholders. For example, we may issue approximately 3 million shares of our Class A common stock if the Notes convert, subject to customary anti-dilution adjustments. In addition, we may need to secure additional funds for our existing debt obligations, including repayment of the Notes. We may sell Class A common stock, convertible securities, and other equity securities in one or more transactions at prices and in a manner as we may determine from time to time. If we sell any such securities in subsequent transactions, investors may be materially diluted. New investors in such subsequent transactions could gain rights, preferences, and privileges senior to those of holders of our Class A common stock.

Future sales of our Class A common stock in the public market could cause the market price of our Class A common stock to decline.

Sales of a substantial number of shares of our Class A common stock in the public market, or the perception that these sales might occur, could depress the market price of our Class A common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of our Class A common stock.

As of June 30, 2024 September 30, 2024, we have outstanding a total of 138 million 140 million shares of Class A common stock. All of our outstanding shares are eligible for sale in the public market, other than shares and options held by directors, executive officers, and other affiliates that are subject to volume limitations under Rule 144 of the Securities Act, various vesting agreements, and shares that must be sold under an effective registration statement. Additionally, the shares of Class A common stock subject to outstanding options and restricted stock unit awards under our equity incentive plans and the shares reserved for future issuance under our equity incentive plans will become eligible for sale in the public market upon issuance, subject to applicable insider trading policies. The outstanding portion of the Notes will also become convertible at the option of the holders, subject to certain limitations and restrictions, prior to March 15, 2026.

Future sales also could cause the trading price of our Class A common stock to decline and make it more difficult for investors to sell shares of our Class A common stock.

If securities or industry analysts do not publish research or publish unfavorable or inaccurate research about our business, our Class A common stock price and trading volume could decline.

Our stock price and trading volume are heavily influenced by the way analysts and investors interpret our financial information and other disclosures. If securities or industry analysts do not publish research or reports about our business, delay publishing reports about our business, or publish negative reports about our business, regardless of accuracy, our Class A common stock price and trading volume could decline.

The trading market for our Class A common stock depends, in part, on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If the number of analysts that cover us declines, demand for our Class A common stock could decrease and our Class A common stock price and trading volume may decline.

Even if our Class A common stock is actively covered by analysts, we do not have any control over the analysts or the measures that analysts or investors may rely upon to forecast our future results. Over-reliance by analysts or investors on any particular metric to forecast our future results may result in forecasts that differ significantly from our own.

Regardless of accuracy, unfavorable interpretations of our financial information and other public disclosures could have a negative impact on our stock price. If our financial performance fails to meet analyst estimates, for any of the reasons discussed above or otherwise, or one or more of the analysts who cover us downgrade our Class A common stock or change their opinion of our Class A common stock, our stock price would likely decline.

We do not intend to pay dividends for the foreseeable future.

We have never declared or paid any cash dividends on our capital stock, and we do not intend to pay any cash dividends in the foreseeable future. Any determination to pay cash dividends in the future will be at the discretion of our board of directors and are restricted by the terms of our Credit Agreement. The Credit Agreement permits the payment of cash dividends so long as, after giving effect to any such dividend, we maintain a consolidated adjusted quick ratio of at least 1.50 to 1.00 and are otherwise in pro forma compliance with all covenants under the Credit Agreement. In addition, the Credit Agreement permits us to pay up to $10.0 million in cash dividends per fiscal year so long as, after giving effect to any such dividend, we are in pro forma compliance with all covenants under the Credit Agreement, including a consolidated adjusted quick ratio of at least 1.25 to 1.00. Accordingly, investors must rely on sales of their Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

We incur significant costs as a result of operating as a public company, and our management is required to devote substantial time to compliance with our public company responsibilities and corporate governance practices.

As a public company, we incur significant legal, accounting, and other expenses that we did not incur as a private company. Such expenses have further increased now that we are no longer an "emerging growth company." The Sarbanes-Oxley Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NYSE, and other applicable securities rules and regulations impose various requirements on public companies. Furthermore, the senior members of our management team do not have significant experience with operating a public company. As a result, our management and other personnel have to devote a substantial amount of time to compliance with these requirements. Moreover, these rules and regulations increase our legal and financial compliance costs and make some activities more time-consuming and costly. We cannot predict or estimate the amount of additional costs we will incur as a public company or the timing of such costs.

Anti-takeover provisions in our charter documents, the indenture governing the Notes, and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current board of directors or management and limit the market price of our Class A common stock.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of delaying or preventing a change of control or changes in board of directors or our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that:

- authorize our board of directors to issue, without further action by the stockholders, shares of undesignated preferred stock with terms, rights, and preferences determined by our board of directors that may be senior to our Class A common stock;

- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;

- specify that special meetings of our stockholders can be called only by our board of directors, the chairperson of our board of directors, or our chief executive officer;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- establish that our board of directors is divided into three classes, with each class serving three-year staggered terms;
- prohibit cumulative voting in the election of directors;
- provide that our directors may be removed for cause only upon the vote of the holders of a majority of our outstanding shares of common stock; and
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally, subject to certain exceptions, prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any “interested” stockholder for a period of three years following the date on which the stockholder became an “interested” stockholder. Any delay or prevention of a change of control transaction or changes in our management could cause the market price of our Class A common stock to decline.

Certain provisions in the indenture governing the Notes may make it more difficult or expensive for a third party to acquire us. For example, the indenture governing the Notes will require us, except as described therein, to repurchase the Notes for cash upon the occurrence of a fundamental change and, in certain circumstances, to increase the conversion rate for a holder that converts its notes in connection with a make-whole fundamental change. A takeover of us may trigger the requirement that we repurchase the Notes, increase the conversion rate, or both, which could make it costlier for a potential acquirer to engage in such takeover. Such additional costs may have the effect of delaying or preventing a takeover of us that would otherwise be beneficial to investors.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us arising under the Delaware General Corporation Law,
- our amended and restated certificate of incorporation, or our amended and restated bylaws; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, and several state trial courts have enforced such provisions and required that suits asserting Securities Act claims be filed in federal court, there is no guarantee that courts of appeal will affirm the enforceability of such provisions and a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions, and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions. If a court were to find either exclusive forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with litigating Securities Act claims in state court, or both state and federal court, which could seriously harm our business, financial condition, results of operations, and prospects.

These forum provisions may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees. If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could harm our business.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Trading Arrangements

During the Company’s last fiscal quarter, the Company’s directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, terminated, or modified the contracts, instructions or written plans for the purchase or sale of the Company’s securities set forth in the table below.

			Type of Trading Arrangement				
Name and Position	Action	Adoption/ Termination Date	Rule 10b5-1*	Non-Rule 10b5-1**	Total Shares of Class A Common Stock to be Sold	Total Shares of Class A Common Stock to be Purchased	Expiration Date
Artur Bergman, Ronald Kisling, Chief Technology Financial Officer (1)	Adoption	6/3/ 9/5/2024	X	—	2,119,014 224,000	—	8/22/2025
Christopher Paisley, Director	Adoption	5/30/2024	X	—	12,000	—	8/29/ 12/31/2025
* Contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act.							
** “Non-Rule 10b5-1 trading arrangement” as defined in Item 408(c) of Regulation S-K under the Exchange Act.							

(1) Artur Bergman, our Ronald Kisling, the Company's Chief Technology Financial Officer, adopted a Rule 10b5-1 Plan on June 3, 2024 September 5, 2024. Mr. Bergman's Kisling's plan provides for the potential sale of up to 2,119,014 224,000 shares of the Company’s Class A Common Stock; provided, however, because certain of Mr. Bergman’s Kisling’s planned sale amounts are equal to to: (i) the difference between a certain number of shares and shares sold under a Rule 10b5-1 Plan previously entered into by Mr. Kisling on November 11, 2023, which is currently in progress, and (ii) a designated percentage of the net number of shares resulting from RSUs vesting, of which a portion will be surrendered to the Company or sold to cover withholding taxes, depending on how many shares are withheld in these instances, the maximum number of shares to be sold may be less. The plan expires on August 22, 2025 December 31, 2025, or upon the earlier completion of all authorized transactions under the plan.

Item 6. Exhibits

Exhibit Number	Exhibit Number	Exhibit Description	Form	File No.	Exhibit	Filing Date	Filed Herewith	Exhibit Number	Exhibit Description	Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1														
3.2														
3.2														
3.2														
3.3														
3.3														
3.3														
3.4														
3.4														
3.4														
4.1														
4.1														
4.1														
4.2														
4.2														
4.2														

10.1+						
10.1+						
10.1+		Offer Letter by and between Fastly, Inc. and Scott Lovett, dated May 16, 2024.	X			
10.2+		2022 Change in Control and Severance Plan and form of participation agreement thereunder.	X			
10.3						
31.1						
31.1						
31.1		Certification of the Chief Executive Officer pursuant to Exchange Act Rule 13a-14 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X		Certification of the Chief Executive Officer pursuant to Exchange Act Rule 13a-14 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X
31.2	31.2	Certification of the Chief Financial Officer pursuant to Exchange Act Rule 13a-14 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X	31.2	Certification of the Chief Financial Officer pursuant to Exchange Act Rule 13a-14 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X
32.1*						
32.2*						
32.2*						
32.2*						
101. INS						
101. INS						
101. INS		Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	X		Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	X
101.SCH	101.SCH	Inline XBRL Taxonomy Schema Linkbase Document.	X	101.SCH	Inline XBRL Taxonomy Schema Linkbase Document.	X
101.CAL	101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document.	X	101.CAL	Inline XBRL Taxonomy Calculation Linkbase Document.	X
101.DEF	101.DEF	Inline XBRL Taxonomy Definition Linkbase Document.	X	101.DEF	Inline XBRL Taxonomy Definition Linkbase Document.	X
101.LAB	101.LAB	Inline XBRL Taxonomy Labels Linkbase Document.	X	101.LAB	Inline XBRL Taxonomy Labels Linkbase Document.	X
101.PRE	101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document.	X	101.PRE	Inline XBRL Taxonomy Presentation Linkbase Document.	X
104	104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).	X	104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).	X

+ Indicates management contract or compensatory plan.

* The certifications furnished in Exhibit 32.1 and 32.2 hereto are deemed to be furnished with this Quarterly Report on Form 10-Q and will not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, except to the extent that the Registrant specifically incorporates it by reference.

SIGNATURES

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

FASTLY, INC.

August 7, November 6, 2024	By:	/s/ Todd Nightingale
		Todd Nightingale *Chief Executive Officer (Principal Executive Officer)*
August 7, November 6, 2024	By:	/s/ Ronald W. Kisling
		Ronald W. Kisling *Chief Financial Officer (Principal Financial and Accounting Officer)*

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May 16, 2024

Scott Richard Lovett
[Address intentionally omitted]

Fastly, where innovation thrives. Get ready to fuel the future of the web.

Dear Scott,

Congratulations! We are so excited to have you join us and are pleased to extend this offer to you on the terms described below. Don't hesitate to reach out with any questions; we want to ensure you have all the information you need.

The Role & Team:

Fastly, Inc. ("We," "Fastly" or "the "Company"), is delighted to offer you the position of Chief Revenue Officer, reporting to Todd Nightingale.

If you accept our offer, we would love for you to start on 6/3/2024.

Overview of your compensation package:

Base Pay	Equity (RSUs)	Target Variable Comp (Commission Program)
$450,000 annually	$9,000,000	$450,000 annually

Please see below for additional terms and details on each type of compensation summarized above.

Base Pay. Your initial base pay will be $450,000 annually, subject to applicable deductions and withholdings, and paid on the Company's normal payroll schedule.

Commission Program. In addition to your base pay, you will also be eligible to earn commissions under the applicable Global Sales Compensation Plan, as regularly updated and which will be provided to you (the "Sales Plan"). Whether you earn any commissions and the amount of any commission payments (if any) will be subject to the terms and conditions set forth in the

Sales Plan. For example, if you are employed throughout the calendar year and you meet 100% of the targets, your initial annual overall commissions earnings would be $450,000 subject to any applicable deductions and subject to the terms of the Sales Plan. Annual commission target amounts are subject to proration based on time in role and any changes to target compensation.

Any commission payments will be paid subject to applicable payroll deductions and withholdings. Payment of commissions is subject to the terms of the Sales Plan and the Company's policy and rules. The Company reserves the right to amend, change or cease the Sales Plan at any time.

Equity Compensation. Equity can be a valuable part of your compensation package. Subject to the approval of the Company's Board of Directors or its designated Committee (the "**Board**"), you will be granted an award of restricted stock units covering shares of the Company's Class A common stock ("**RSUs**") with a value of USD $9,000,000 (the "**RSU Grant**"). The number of RSUs under the RSU Grant will be determined by the Board using the Company's standard practices.

This RSU Grant will vest as follows: one-fourth (25%) of the total RSUs will vest on the 15th day of the month (or next available trading day if the 15th falls on a day when the New York Stock Exchange is closed) in which you reach the one-year anniversary of your start date, with the remainder vesting in twelve equal quarterly installments thereafter (i.e., one-sixteenth (6.25%) of the total RSUs will vest per quarter), in each case subject to your continued service with the Company. This award 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.

Where you'll be based:

Your primary work location will be remote, working from [address intentionally omitted]. Please note that any change to your remote work location must be in compliance with Fastly guidelines and approved by an executive in your management chain.

Benefits and Paid Time Off:

We believe in taking great care of our employees and regularly review our benefits to adapt to our workforce. You will be eligible to participate in all benefits which Fastly makes 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, regular wellness days and family benefits.

Further details about Fastly's benefit plans are available for your review in the benefit Summary Plan Documents.

Additional Details:

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

Severance Plan. While the Company may change your position, reporting relationship, duties, compensation and work location from time to time at its discretion, you will be eligible to participate in the Company's 2022 Change in Control and Severance Benefit Plan (approved June 15, 2022), a copy of which will be provided under separate cover.

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

By signing this letter, you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create or appear to create a conflict of interest with respect to your loyalty or duties to the Company. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company.

At-Will Employment Relationship. Your employment is not for any fixed period of time, and it is terminable at-will. Either you or the Company may terminate your employment at any time, with or without cause, and with or without advance notice. Additionally, the Company has the right to rescind this offer at any time, with or without cause, and with or without advance notice. The Company reserves the right to change your compensation, benefits, job duties, reporting relationship, policies and/or other terms and conditions of employment from time to time at the Company's discretion and with or without advance notice. However, the at-will nature of your employment may only be changed in an express written agreement signed by you and Fastly's Chief Executive Officer.

Working Hours. 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.

Contingencies. This offer of employment, your employment and continued employment with the Company is contingent upon satisfactory results of background checks to be performed pursuant to your written authorization and satisfactory proof of your identity and right to work in the United States. You agree to assist as needed, and to complete any documentation at the Company's request, to meet these conditions (including authorizing additional background checks requested during your employment).

Miscellaneous. This letter, together with **Exhibit A & B**, constitutes the complete and exclusive statement of your agreement with the Company regarding the terms of your employment with Fastly. It supersedes any other agreements or promises made to you by any party, whether oral or written. Except as provided herein, the terms of this offer letter agreement cannot be amended or modified without a written modification signed by a duly authorized officer of the Company (other than you). The terms of this offer letter agreement are governed by the laws of the state in which you primarily work for the Company, 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 PDF or DocuSign shall be deemed equivalent to originals.

Next Steps:

After you have carefully reviewed this letter and decided to accept our offer, please sign and date it, and the enclosed documents (including **Exhibit A** and **Exhibit B**) and return them to us by the close of business on May 20th, 2024. Please note, this offer will expire if you do not return the signed documents by the date above or do not provide the requested authorization to perform a background check within 72 hours of receiving our request for such authorization. We are very excited to have you join the Fastly team and are looking forward to the impact you will make here.

Sincerely,

/s/ Todd Nightingale Date: 5/16/2024

Todd Nightingale
Chief Executive Officer
Fastly, Inc.

Exhibit A – Employee Confidential Information and Inventions Assignment Agreement
Exhibit B – Arbitration Agreement

Understood and Accepted:

/s/ Scott Richard Lovett Date: 5/16/2024

Scott Richard Lovett

Exhibit A

FASTLY, INC.

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

Exhibit B

FASTLY, INC.

ARBITRATION AGREEMENT

Exhibit 10.2

Fastly, Inc.

2022 Change in Control and Severance Benefit Plan

Participation Agreement

Name: ____________________

Section 1. Eligibility.

You have been designated as eligible to participate in the Fastly, Inc. 2022 Change in Control and Severance Benefit Plan (the "***Plan***"), a copy of which is attached as Annex I to this Participation Agreement (this "***ParticipationAgreement***"). Capitalized terms not explicitly defined in this Participation Agreement but defined in the Plan shall have the same definitions as in the Plan. The Plan is incorporated into and made part of this Participation Agreement.

Section 2. Change in Control Severance Benefits.

If you experience a Covered Termination that occurs during the Change in Control Period and you meet all the other eligibility requirements set forth in the Plan, including, without limitation, executing the required Release within the applicable time period set forth therein and provided that such Release becomes effective in accordance with its terms, you will receive the applicable severance benefits set forth in this Section 2, subject to the terms of the Plan.

(a) Base Salary. You shall receive a cash payment in an amount equal to twelve (12) months (the "***Severance Period***") of payment of your Base Salary. The Base Salary payment will be paid to you in a lump sum cash payment no later than the second regular payroll date following the later of (i) the effective date of the Release or (ii) the Closing, but in any event not later than March 15 of the year following the year in which your Separation from Service occurs. For purposes of the foregoing, your Base Salary shall be your Base Salary prior to any reduction that would give rise to your right to resign for Good Reason.

(b) Target Annual Bonus Payment. If you are eligible to participate in the Company's annual bonus plan at the time of your Covered Termination, you will be entitled to 100% of your target annual bonus for the year in which your Covered Termination occurs. The amount of your target annual bonus will be calculated (1) assuming all articulated performance goals for such bonus (including, but not limited to, corporate and individual performance, if applicable), for the year of the Covered Termination were achieved at target levels; (2) as if you had provided services for the entire year for which the bonus relates; and (3) ignoring any reduction in your Base Salary that would give rise to your right to resignation for Good Reason (such bonus to which you are entitled under this Section 2(b), the "***Target Annual Bonus Payment***"). The Target Annual Bonus Payment shall be paid in a lump sum cash payment no later than the second regular payroll date following the later of (i) the effective date of the Release or (ii) the Closing, but in any event not later than March 15 of the year following the year in which your Separation from Service occurs.

(c) Payment of Continued Group Health Plan Benefits. If you timely elect continued group health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("***COBRA***") following your Covered Termination date, the Company shall pay directly to the carrier the full amount of your COBRA premiums on behalf of you for your continued

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coverage under the Company's health plans, including coverage for your eligible dependents, until the earliest of (i) the end of the Severance Period following the date of your Covered Termination, (ii) the expiration of your eligibility for the continuation coverage under COBRA, or (iii) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment (such period from your termination date through the earliest of (i) through (iii), the "***COBRA Payment Period***"). Upon the conclusion of such period of insurance premium payments made by the Company, you will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of your eligible COBRA coverage period, if any. For purposes of this Section, (1) references to COBRA shall be deemed to refer also to analogous provisions of state law and (2) any applicable insurance premiums that are paid by the Company shall not include any amounts payable by you under an Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are your sole responsibility. You agree to promptly notify the Company as soon as you become eligible for health insurance coverage in connection with new employment or self-employment. Notwithstanding the foregoing, if at any time the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits without potentially violating the nondiscrimination requirements under Section 105(h) of the Code or potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums directly to the carrier on your behalf, the Company will instead pay you on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to the value of your monthly COBRA premium for the first month of COBRA coverage, subject to applicable tax withholding (such amount, the "***Special Severance Payment***"), such Special Severance Payment to be made without regard to your election of COBRA coverage or payment of COBRA premiums and without regard to your continued eligibility for COBRA coverage during the COBRA Payment Period. Such Special Severance Payment shall end upon expiration of the COBRA Payment Period.

(d) Equity Acceleration. The vesting and exercisability of each outstanding unvested stock option and other stock award, as applicable, that you hold covering the Company's equity securities (including any equity securities assumed, substituted or continued by the Company's successor in connection with the Change in Control) as of the date of your Covered Termination (each, an "***Equity Award***") and that vests based solely upon your continued service shall be accelerated in full and any reacquisition or repurchase rights held by the Company (or its successor) in respect of the equity securities issued pursuant to any Equity Award granted to you shall lapse in full. Each Equity Award that is subject to performance-based vesting conditions shall vest in accordance with the terms and conditions set forth in the applicable agreement(s) governing such Equity Award. To the extent your Covered Termination occurs prior to the Change in Control, the acceleration set forth in this Section shall be contingent and effective upon the Change in Control, and your Equity Awards will remain outstanding following your Covered Termination to give effect to such acceleration as necessary.

Section 3. Non-Change in Control Severance Benefits.

If you experience a Covered Termination that occurs at a time that is not during the Change in Control Period and you meet all the other eligibility requirements set forth in the Plan, including, without limitation, executing the required Release within the applicable time period set forth therein and provided that such Release becomes effective in accordance with its terms, you will receive the applicable severance benefits set forth in this Section 3, subject to the terms of the Plan.

(a) the base salarycash payment described in Section 2(a) above, but in an amount equal to nine (9) months; and

(b) the COBRA benefits described in Section 2(c) above, but the Severance Period for purposes of calculating such benefits shall be nine (9) months; and

(c) the equity acceleration benefits described in Section 2(d) above, but (i) the Equity Awards that vest based solely upon your continued service shall instead accelerate and become vested, and if applicable, exercisable as to the number of shares that would have vested if you had completed an additional nine months of service following your Covered Termination and (ii) Equity Awards that vest based on performance-based vesting conditions shall instead vest as to the number of shares that would have vested if you had completed an additional nine months of service following your Covered Termination on a pro-rated basis and based on actual level of achievement of the applicable performance-based vesting conditions as of your Covered Termination.

In no event shall you be entitled to benefits under both Section 2 and this Section 3. If you are eligible for severance benefits under both Section 2 and this Section 3, you shall receive the benefits set forth in Section 2 and such benefits shall be reduced by any benefits previously provided to you under Section 3.

Section 4. Additional Requirements.

Your eligibility for and receipt of any severance benefits to which you may become entitled as described in Section 2 and Section 3 above is expressly contingent upon your compliance with the terms and conditions oftheprovisions of your offer letter or employment contract, as applicable, with the Company Group and the Employee Confidential Information and Inventions Assignment Agreement between you and the Company Group, as may be amended from time to time (the "***CIIAA***"). Severance benefits under this Participation Agreement shall immediately cease in the event of your violation of the provisions in this Section 4.

Section 5. Acknowledgements.

As a condition to participation in the Plan, you hereby acknowledge each of the following:

(a) The severance benefits that may be provided to you under this Participation Agreement are subject to all of the terms and conditions of the Plan. These terms and conditions include, but are not limited to: (i) the requirement that you execute the Release within the applicable time period set forth therein and cause such Release to become effective in accordance with its terms, and (ii) certain reductions or delays of severance benefits as set forth in the Plan, including but not limited to Section 3(c), Section 3(d) and Section 4 of the Plan.

(b) Subject to the terms of the Plan, this Participation Agreement and the Plan supersede any severance and change in control benefit plan, policy, practice, agreement or other arrangement previously maintained by the Company Group, including any cash severance and/or vesting acceleration benefits set forth in any individually negotiated employment, change in control, retention or other contract, agreement or arrangement between you and the Company Group, and you hereby waive your rights to such other benefits. This Participation Agreement and the Plan do not supersede, replace or otherwise alter your offer letter or employment contract, as applicable, with the Company Group or the CIIAA, except with respect to any severance benefits set forth therein. Further to the prior sentence, the terms of your employment agreement or any arbitration agreement between you and the Company (whether the arbitration provisions are contained in your offer letter, employment agreement, or a separate agreement) shall be binding on both you and the Company Group with respect to any claim under the Plan or ERISA.

(c) You may not sell, transfer, or otherwise assign or pledge your right to benefits under this Participation Agreement and the Plan to either your creditors or to your beneficiary, except to the extent permitted by the Plan Administrator if such action would not result in adverse tax consequences under Section 409A.

Section 6. Definitions.

(a) For purposes of the Plan and this Participation Agreement, the following terms are defined as follows:

(1) "***Covered Termination***" means a termination of your employment due to (i) a termination by the Company Group without Cause (provided, that a termination without Cause by the Company Group shall not include a termination as a result of your death or Disability) or (ii) your resignation for Good Reason, in either case, that results in your Separation from Service.

(2) "***Good Reason***" means the occurrence of any of the following events, conditions or actions taken by the Company Group without Cause and without your consent: (i) a material reduction of your annual base salary, which is a reduction of at least 10% of your base salary (other than (I) pursuant to a salary reduction program applicable generally to employees of the Company Group who are similarly situated with you and/or (II) following a Change in Control, to the extent necessary to make your base salary commensurate with those of other employees of the Company Group who are similarly situated with you); (ii) a material reduction of your authority, duties or responsibilities; *provided, however*, that a mere change of title alone shall not constitute such a material reduction; or (iii) a relocation of your principal place of employment with the Company Group 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 (excluding regular travel in the ordinary course of business); *provided*, that if your principal place of employment is your personal residence, this clause (iii) shall not apply; *provided, however*, that in each case above, in order for your resignation to be deemed to have been for Good Reason, you must first give the Company written notice of the event(s) giving rise to "Good Reason" within fifteen (15) days after the first occurrence thereof; the Company must fail to reasonably cure such event(s) within thirty (30) days after receipt of such notice (the "***Cure Period***"), and your resignation must be effective not later than fifteen (15) days after the expiration of such Cure Period.

[Remainder of page intentionally left blank.]

To accept the terms of this Participation Agreement and participate in the Plan, please sign and date this Participation Agreement in the space provided below, no later than fifteen (15) days from the date first set forth below.

Fastly, Inc.

By:

Name:

Title:

Date:

[Eligible Employee] Date

ELIGIBLE EMPLOYEE: _________ By initialing here, I acknowledge that I have read and agree to the provision in Section 5(b) of this Participation Agreement related to the arbitration of claims.

Annex I

Fastly, Inc. 2022 Change in Control and Severance Benefit Plan

Fastly, Inc.

2022 Change in Control and Severance Benefit Plan

Approved by the Compensation Committee of the Board of Directors: June 15, 2022

Section 1. Introduction.

The Fastly, Inc.2022 Change in Control and Severance Benefit Plan (the "***Plan***") is hereby established effective as of June 15, 2022(the "***Effective Date***"). The purpose of the Plan is to provide for the provision of severance benefits to eligible executive employees of the Company Group (as defined below) in the event that such employees become subject to certain involuntary terminations as described herein, including in connection with a Change in Control. Except as otherwise provided in the Plan or in an individual Participation Agreement, the Plan shall supersede any severance and change in control benefit plan, policy, practice, agreement or other arrangement previously maintained by the Company Group, including any cash severance and/or vesting acceleration benefits set forth in any individually negotiated employment, change in control, retention or other contract, agreement or arrangement between the Company Group and an Eligible Employee. An employee will be entitled to no severance or change in control benefits or payments upon a termination of employment covered by the Plan other than those benefits expressly set forth herein and those benefits required to be provided by applicable law or as negotiated in accordance with applicable law. Notwithstanding the foregoing, if the employee is entitled to any benefits other than the benefits under the Plan by operation of applicable law or as negotiated in accordance with applicable law, his or her benefits under the Plan shall be provided only to the extent more favorable than such other arrangement.

The Plan is an "employee welfare benefit plan," as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"). This document constitutes both the written instrument under which the Plan is maintained and the required summary plan description for the Plan.

For purposes of the Plan, the following terms are defined as follows:

(a) "***Affiliate***" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Securities Act of 1933, as amended. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(b) "***Base Salary***" means base pay (excluding incentive pay, premium pay, commissions, overtime, bonuses and other forms of variable compensation) as in effect immediately prior to a Covered Termination.

(c) "***Board***" means the Board of Directors of the Company or the Compensation Committee of the Board of Directors of the Company.

(d) "***Cause***" means, with respect to a particular Eligible Employee, the occurrence of any of the following events: (i) commission of a felony or any crime involving moral turpitude by the Eligible Employee; (ii) the Eligible Employee's participation in any fraud or act of dishonesty against the Company Group; (iii) the Eligible Employee's persistent neglect of his or her job duties; (iv) the Eligible Employee's material breach of any written agreement entered into between the Eligible Employee and the

Company Group (including but not limited to the Eligible Employee's Employee Confidential Information and Inventions Assignment Agreement or similar agreement with the Company Group); (v) the Eligible Employee's misconduct or other violation of Company policy that causes material harm to the Company Group; (vi) breach by the Eligible Employee of any fiduciary duty owed to the Company Group; or (vii) conduct by the Eligible Employee 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 definition, such conduct remains uncured after thirty (30) days' written notice from the Company (which the Company only must provide if it deems such conduct curable). The determination whether a termination is for Cause shall be made by the Plan Administrator in its sole and exclusive judgment and discretion. The term "Company" for purposes of this definition will be interpreted to include any Affiliate, as appropriate.

(e) "***Change in Control***" shall have the meaning ascribed to such term in Section 13(i)(i)-(iv) of the Company's 2019 Equity Incentive Plan; *provided that* in no event will a Change in Control be deemed to have occurred if such transaction does not also constitute a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under Treasury Regulations Section 1.409A-3(i)(5).

(f) "***Change in Control Period***" means the period (i) commencing three (3) months prior to the Closing and ending (ii) eighteen (18) months following the Closing.

(g) "***Closing***" means the closing (or term of similar import) of the Change in Control as defined in the definitive agreement executed in connection with the Change in Control. In the case of a series of transactions constituting a Change in Control, "Closing" means the first closing that satisfies the threshold of the definition for a Change in Control.

(h) "***Code***" means the Internal Revenue Code of 1986, as amended.

(i) "***Company***" means Fastly, Inc. or, following a Change in Control, the surviving or successor entity resulting from such event.

(j) "***Company Group***" means the Company and its Affiliates.

(k) "***Covered Termination***" means, with respect to an employee, a termination of employment that is due to a termination by the Company Group without Cause (provided, that a termination without Cause by the Company Group shall not include a termination as a result of the employee's death or Disability) and results in such employee's Separation from Service, unless otherwise provided in an individual Participation Agreement.

(l) "***Disability***" means the Board, based upon appropriate medical evidence, determines in good faith that the Eligible Employee has become physically or mentally incapacitated so as to render him or her incapable of performing his or her usual and customary duties, with or without a reasonable accommodation, for a continuous period in excess of 120 days.

(m) "***Eligible Employee***" means an employee of the Company Group who meets the requirements to be eligible to receive Plan benefits as set forth in Section 2.

(n) "***Entity***" or "***entity***" means a corporation, partnership, limited liability company or other entity.

(o) "***Participation Agreement***" means an agreement between an Eligible Employee and the Company in substantially the form of Appendix A attached hereto, which may include (i) such other terms and conditions as the Plan Administrator deems necessary or advisable in the administration of the Plan and/or otherwise applicable to a given Eligible Employee's entitlement to benefits under the Plan or (ii) such other modifications as are contemplated by Section 7(b) of the Plan.

(p) "***Plan Administrator***" means the Board, or other persons or entities designated by the Board (including, without limitation, employees of the Company), prior to the Closing and the Representative upon and following the Closing.

(q) "***Prior Plan***" means the Company's Executive Change in Control and Severance Benefit Plan.

(r) "***Representative***" means one or more members of the Board or other persons or entities designated by the Board prior to or in connection with a Change in Control that will have authority to administer and interpret the Plan upon and following the Closing as provided in Section 7(a).

(s) "***Section 409A***" means Section 409A of the Code and the regulations and other guidance thereunder and any state law of similar effect.

(t) "***Separation from Service***" means a "separation from service," as such term is defined in Treasury Regulation Section 1.409A-1(h) (or any successor provision thereof).

Section 2. Eligibility for Benefits.

(a) Eligible Employee. An employee of the Company Group is eligible to participate in the Plan if (i) the Plan Administrator has designated such employee as eligible to participate in the Plan; (ii) if requested by the Plan Administrator to sign a Participation Agreement, such employee has signed and returned such Participation Agreement to the Company within the period specified therein; (iii) such employee's employment with the Company Group terminates due to a Covered Termination; (iv) such employee is not eligible to participate in the Prior Plan; and (v) such employee meets the other Plan eligibility requirements set forth in this Section 2. The determination of whether an employee is an Eligible Employee shall be made by the Plan Administrator, in its sole discretion, and such determination shall be binding and conclusive on all persons.

(b) Release Requirement. In order to be eligible to receive benefits under the Plan, the employee also must execute a general waiver and release of all known and unknown claims against the Company Group or persons and entities affiliated with the Company Group in a form prescribed by the Company, without alterations (the "***Release***"), within the applicable time period set forth therein, and such Release must become effective in accordance with its terms. In no event will the period to execute and make the Release effective in accordance with its terms be longer than sixty (60) days following the date of the Covered Termination.

(c) No Duplication of Other Benefits. Except as otherwise provided in the Plan or in an individual Participation Agreement, the Plan supersedes any severance or change in control benefit plan, policy, practice, agreement or other arrangement previously maintained by the Company Group, including any cash severance and/or vesting acceleration benefits set forth in any individually negotiated employment, change in control, retention or other contract, agreement or arrangement between the Company Group and an Eligible Employee. An Eligible Employee will be entitled to no severance or change in control benefits or payments upon a Covered Termination other than those benefits expressly set forth herein, in an individual Participation Agreement, or as expressly approved by the Board, and those benefits required to be provided by applicable law or as negotiated in accordance with applicable law. Notwithstanding the foregoing, if the Eligible Employee is entitled to any benefits other than the benefits under the Plan by operation of applicable law or as negotiated in accordance with applicable law, his or her benefits under the Plan shall be provided only to the extent more favorable than such other arrangement, and shall be subject to any deductions that the Company determines to make pursuant to Section 3(c).

(d) Exceptions to Benefit Entitlement. Except as otherwise provided in an individual Participation Agreement, an employee who otherwise is an Eligible Employee will not receive benefits under the Plan in the following circumstances, as determined by the Plan Administrator in its sole discretion:

(1) The employee is terminated by the Company Group for any reason or voluntarily terminates employment with the Company Group and in either case, such termination does not constitute a Covered Termination. Voluntary terminations include, but are not limited to, resignation, retirement or failure to return from a leave of absence on the scheduled date.

(2) The employee voluntarily terminates employment with the Company Group in order to accept employment with another entity that is wholly or partly owned (directly or indirectly) by the Company Group.

(3) The employee is offered an identical or substantially equivalent or comparable position within the Company Group. For purposes of the foregoing, a "substantially equivalent or comparable position" is one that provides the employee substantially the same level of responsibility and compensation.

(4) The employee is offered immediate reemployment by a successor to the Company or another member of the Company Group or by a purchaser of the Company's assets, as the case may be, following a Change in Control. For purposes of the foregoing, "immediate reemployment" means that the employee's employment with the successor to the Company or another member of the Company Groupor the purchaser of its assets, as the case may be, results in uninterrupted employment such that the employee does not incur a lapse in pay or benefits as a result of the change in ownership of the Company or the sale of its assets.

(5) The employee is rehired by a member of the Company Group and recommences employment prior to the date benefits under the Plan are scheduled to commence.

(6) The employee is employed, engaged or located outside the United States in a jurisdiction where, in the case of a purchase of the Company's assets, the employee's employment automatically transfers by operation of law from the Company Group to such purchaser on the same (or substantially the same) terms and conditions of employment and with continuity of employment preserved.

Section 3. Amount of Benefit.

(a) Severance Benefits. Subject to the terms and conditions of the Plan, severance benefits, if any, shall be provided to Eligible Employees in the amount and in the manner determined by the Plan Administrator in its sole and absolute discretion, which may be set forth in an individual

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Participation Agreement. The amount of severance benefits paid to one Eligible Employee shall not determine the amount of benefits payable to any other Eligible Employee, even if similarly situated.

(b) Additional Benefits. Notwithstanding the foregoing, the Company may, in its sole discretion, provide benefits to employees or consultants who are not Eligible Employees ("***Non-Eligible Employees***") chosen by the Plan Administrator, in its sole discretion, and the provision of any such benefits to a Non-Eligible Employee shall in no way obligate the Company Group to provide such benefits to any other Non-Eligible Employee, even if similarly situated. If benefits under the Plan are provided to a Non-Eligible Employee, references in the Plan to "Eligible Employee" (and similar references) shall be deemed to refer to such Non-Eligible Employee.

(c) Certain Reductions. The Company, in its sole discretion, shall have the authority to reduce an Eligible Employee's severance benefits, in whole or in part, by any other severance benefits, pay and benefits provided during a period following written notice of a plant closing or mass layoff, pay and benefits in lieu of such notice, or other similar benefits payable to the Eligible Employee by the Company Group that become payable in connection with the Eligible Employee's termination of employment pursuant to (i) any applicable legal requirement, including, without limitation, the Worker Adjustment and Retraining Notification Act or any other similar state law, (ii) any individually negotiated employment contract or agreement or any other written agreement with the Company Group, or (iii) any Company policy or practice providing for the Eligible Employee to remain on the payroll for a limited period of time after being given notice of the termination of the Eligible Employee's employment, and the Plan Administrator shall so construe and implement the terms of the Plan. Any such reductions that the Company determines to make pursuant to this Section 3(c) shall be made such that any benefit under the Plan shall be reduced solely by any similar type of benefit under such legal requirement, agreement, policy or practice (*i.e.*, any cash severance benefits under the Plan shall be reduced solely by any cash payments or severance benefits under such legal requirement, agreement, policy or practice, and any continued insurance benefits under the Plan shall be reduced solely by any continued insurance benefits under such legal requirement, agreement, policy or practice). The Company's decision to apply such reductions to the severance benefits of one Eligible Employee and the amount of such reductions shall in no way obligate the Company to apply the same reductions in the same amounts to the severance benefits of any other Eligible Employee, even if similarly situated. In the Company's sole discretion, such reductions may be applied on a retroactive basis, with severance benefits previously paid being re-characterized as payments pursuant to the Company's statutory or contractual obligation, or policy or practice. Such reductions shall be made in a manner consistent with the requirements of Section 409A.

(d) Parachute Payments.

(1) Any provision of the Plan to the contrary notwithstanding, if any payment or benefit an Eligible Employee would receive from the Company Group pursuant to the Plan or otherwise ("***Payment***") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then such Payment will be equal to the Reduced Amount (defined below). The "***Reduced Amount***" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax (but not below zero) or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Eligible

Employee's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the

Payment equals the Reduced Amount, reduction shall occur in the manner that results in the greatest economic benefit for the Eligible Employee. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A, and if more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata.

(2) In the event it is subsequently determined by the Internal Revenue Service that some portion of the Reduced Amount as determined pursuant to clause (x) in the preceding paragraph is subject to the Excise Tax, the Eligible Employee agrees to promptly return to the Company Group a sufficient amount of the Payment so that no portion of the Reduced Amount is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount is determined pursuant to clause (y) in the preceding paragraph, the Eligible Employee will have no obligation to return any portion of the Payment pursuant to the preceding sentence.

(3) Unless the Eligible Employee and the Company agree on an alternative accounting firm, at the Company's election, either (i) Deloitte & Touche LLP or (ii) the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the a change in ownership or control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the change in ownership or control, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

Section 4. Section 409A.

Notwithstanding anything to the contrary herein, to the extent (i) any payments to which an Eligible Employee becomes entitled under the Plan, or any agreement or plan referenced herein, in connection with the Eligible Employee's Separation from Service with the Company Group constitute deferred compensation subject to Section 409A and (ii) the Eligible Employee is deemed at the time of such termination of employment to be a "specified" employee under Section 409A, then such payment or payments shall not be made or commence until the earlier of (i) the expiration of the six (6)-month period measured from the Eligible Employee's Separation from Service; or (ii) as soon as administratively practicable after the date of the Eligible Employee's death following such Separation from Service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to the Eligible Employee, including (without limitation) the additional twenty percent (20%) tax for which the Eligible Employee would otherwise be liable under Section 409A(a)(1)(B) in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to the Eligible Employee or the Eligible Employee's beneficiary in one lump sum (without interest).

Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under the Plan (or otherwise referenced herein) is determined to be subject to (and not exempt from) Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement or in kind benefits to be provided in any other calendar year, in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Eligible Employee incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

All severance benefits provided under the Plan are intended to satisfy the requirements for an exemption from application of Section 409A to the maximum extent that an exemption is available and any ambiguities herein shall be interpreted accordingly; provided, however, that to the extent such an exemption is not available, the severance benefits provided under the Plan are intended to comply with the requirements of Section 409A to the extent necessary to avoid adverse personal tax consequences and any ambiguities herein shall be interpreted accordingly. To the extent any payment under the Plan may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A.

Payments pursuant to the Plan (or referenced in the Plan) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations under Section 409A.

Section 5. Tax Withholdings and Deductions; Offsets.

All severance benefits under the Plan shall be subject to applicable withholding for income tax, social insurance, payroll tax, fringe benefit tax, other tax-related items or other required deductions arising out of or in relation to an Eligible Employee's participation in the Plan and applicable to the Eligible Employee. If an Eligible Employee is indebted to the Company Group at his or her Separation from Service or termination date, the Company reserves the right to offset any severance benefits under the Plan by the amount of such indebtedness.

Section 6. Reemployment.

In the event of an Eligible Employee's reemployment by the Company Group during the period of time in respect of which severance benefits pursuant to the Plan have been paid (whether the severance benefits for such period of time is paid in lump sum or installments), the Company, in its sole and absolute discretion, may require the Eligible Employee to repay to the Company all or a portion of such severance benefits as a condition of reemployment.

Section 7. Right to Interpret and Administer Plan; Amendment and Termination.

(a) Interpretation and Administration. Prior to the Closing, the Board, or other persons or entities designated by the Board (including, without limitation, employees of the Company), shall be the Plan Administrator and shall have the exclusive discretion and authority to establish rules, forms, and procedures for the administration of the Plan and to construe and interpret the Plan and to decide any and all questions of fact, interpretation, definition, computation or administration arising in connection with the operation of the Plan, including, but not limited to, the eligibility to participate in the Plan and amount of benefits paid under the Plan. The rules, interpretations, computations and other actions of the Plan Administrator shall be final, binding and conclusive on all persons. Upon and after the Closing, the Plan will be interpreted and administered in good faith by the Representative who shall be the Plan Administrator during such period. All actions taken by the Representative in interpreting the terms of the Plan and administering the Plan upon and after the Closing will be final, binding and conclusive on all Eligible Employees. Any references in the Plan to the "Board" or "Plan Administrator" with respect to periods following the Closing shall mean the Representative.

(b) Participation Agreements with Non-US Participants. Any employee of the Company Group delegated such authority by the Board (which shall include the Company's Chief

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Executive Officer, Chief People Officer or any other person delegated such authority by the Chief Executive Officer) is expressly authorized to adopt such modifications to the form of Participation Agreement attached hereto as **Appendix A** as are necessary or appropriate to permit or facilitate participation in the Plan by Eligible Employees who are employed, engaged or located outside the United States, including any such modifications that supersede the terms of the Plan without modifying the material economic terms of the form of Participation Agreement attached hereto as **Appendix A**.

(c) Amendment or Termination.

The Company, by action of the Board or the Representative, reserves the right to amend or terminate the Plan at any time, without advance notice to any Eligible Employee and without regard to the effect of the amendment or termination on any Eligible Employee or on any other individual. Notwithstanding the forgoing:

(1) the Company may not, without the written consent of an Eligible Employee who experienced a Covered Termination at a time other than during the Change in Control Period and prior to such amendment or termination (which, for this purpose, includes a Covered Termination that occurs after such amendment or termination if the event(s) giving rise to the Covered Termination occurred prior to such amendment or termination), amend or terminate the Plan in any way that (i) prevents that Eligible Employee from becoming eligible for benefits under the Plan in the event of a Covered Termination that occurs other than during the Change in Control Period or (ii) reduces or alters to the detriment of the Eligible Employee the benefits payable, or potentially payable, to the Eligible Employee under the Plan in the event of such Covered Termination, and

(2) once the Change in Control Period has begun, the Company may not, without an Eligible Employee's written consent, amend or terminate the Plan in any way that (i) prevents the Eligible Employee from becoming eligible for benefits under the Plan in the event of a Covered Termination that occurs during a Change in Control Period or (ii) reduces or alters to the detriment of the Eligible Employee the benefits payable, or potentially payable, to the Eligible Employee under the Plan in the event of such a Covered Termination.

Any action of the Company in amending or terminating the Plan will be taken in a non-fiduciary capacity. For the avoidance of doubt, in the event a Change in Control occurs while the Plan is in effect, the Plan shall not terminate until the Change in Control Period has expired and any benefits payable in respect thereof have been paid. Any amendment or termination of the Plan will be in writing and executed by the Compensation Committee Chair (prior to the Closing) or the Representative (following the Closing).

Section 8. No Implied Employment Contract.

The Plan shall not be deemed (i) to give any employee or other person any right to be retained in the employ of the Company Groupor (ii) to interfere with the right of the Company Group to discharge any employee or other person at any time, with or without cause, which right is hereby reserved.

Section 9. Legal Construction.

The Plan is intended to be governed by and shall be construed in accordance with ERISA and, to the extent not preempted by ERISA, the laws of the State of California.

Section 10. Claims, Inquiries and Appeals.

(a) Applications for Benefits and Inquiries. Any application for benefits, inquiries about the Plan or inquiries about present or future rights under the Plan must be submitted to the Plan Administrator in writing by an applicant (or his or her authorized representative). In order to file a claim to receive benefits under the Plan, the Participant or the Participant's authorized representative must submit a written application for benefits to the Plan Administrator within sixty (60) days after the Participant's termination of employment. The Plan Administrator is:

Fastly, Inc.
Board of Directors or Representative
475 Brannan Street, Suite 300
San Francisco, California 94107

(b) Denial of Claims. In the event that any application for benefits is denied in whole or in part, the Plan Administrator must provide the applicant with written or electronic notice of the denial of the application, and of the applicant's right to review the denial. Any electronic notice will comply with the regulations of the U.S. Department of Labor. The notice of denial will be set forth in a manner designed to be understood by the applicant and will include the following:

(1) the specific reason or reasons for the denial;

(2) references to the specific Plan provisions upon which the denial is based;

(3) a description of any additional information or material that the Plan Administrator needs to complete the review and an explanation of why such information or material is necessary; and

(4) an explanation of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the applicant's right to bring a civil action under Section 502(a) of ERISA following a denial on review of the claim, as described in Section 10(d) below.

This notice of denial will be given to the applicant within ninety (90) days after the Plan Administrator receives the application, unless special circumstances require an extension of time, in which case, the Plan Administrator has up to an additional ninety (90) days for processing the application. If an extension of time for processing is required, written notice of the extension will be furnished to the applicant before the end of the initial ninety (90) day period.

This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Plan Administrator is to render its decision on the application.

(c) **Request for a Review.** Any person (or that person's authorized representative) for whom an application for benefits is denied, in whole or in part, may appeal the denial by submitting a request for a review to the Plan Administrator within sixty (60) days after the application is denied. A request for a review shall be in writing and shall be addressed to:

Fastly, Inc.
Board of Directors or Representative
475 Brannan Street, Suite 300
San Francisco, California 94107

A request for review must set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the applicant feels are pertinent. The applicant (or his or her representative) shall have the opportunity to submit (or the Plan Administrator may require the applicant to submit) written comments, documents, records, and other information relating to his or her claim. The applicant (or his or her representative) shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim. The review shall take into account all comments, documents, records and other information submitted by the applicant (or his or her representative) relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) **Decision on Review.** The Plan Administrator will act on each request for review within sixty (60) days after receipt of the request, unless special circumstances require an extension of time (not to exceed an additional sixty (60) days), for processing the request for a review. If an extension for review is required, written notice of the extension will be furnished to the applicant within the initial sixty (60) day period. This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Plan Administrator is to render its decision on the review. The Plan Administrator will give prompt, written or electronic notice of its decision to the applicant. Any electronic notice will comply with the regulations of the U.S. Department of Labor. In the event that the Plan Administrator confirms the denial of the application for benefits in whole or in part, the notice will set forth, in a manner calculated to be understood by the applicant, the following:

(1) the specific reason or reasons for the denial;

(2) references to the specific Plan provisions upon which the denial is based;

(3) a statement that the applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim; and

(4) a statement of the applicant's right to bring a civil action under Section 502(a) of ERISA.

(e) **Rules and Procedures.** The Plan Administrator will establish rules and procedures, consistent with the Plan and with ERISA, as necessary and appropriate in carrying out its responsibilities in reviewing benefit claims. The Plan Administrator may require an applicant who wishes to submit additional information in connection with an appeal from the denial of benefits to do so at the applicant's own expense.

(f) **Exhaustion of Remedies.** No legal action for benefits under the Plan may be brought until the applicant (i) has submitted a written application for benefits in accordance with the procedures described by Section 10(a) above, (ii) has been notified by the Plan Administrator that the application is denied, (iii) has filed a written request for a review of the application in accordance with the appeal procedure described in Section 10(c) above, and (iv) has been notified that the Plan Administrator has denied the appeal. Notwithstanding the foregoing, if the Plan Administrator does not respond to an Eligible Employee's claim or appeal within the relevant time limits specified in this Section 10, the Eligible Employee may bring legal action for benefits under the Plan pursuant to Section 502(a) of ERISA.

Section 11. Basis of Payments to and from Plan.

The Plan shall be unfunded, and all cash payments under the Plan shall be paid only from the general assets of the Company.

Section 12. Other Plan Information.

(a) Employer and Plan Identification Numbers. The Employer Identification Number assigned to the Company (which is the “Plan Sponsor” as that term is used in ERISA) by the Internal Revenue Service is **27-5411834**. The Plan Number assigned to the Plan by the Plan Sponsor pursuant to the instructions of the Internal Revenue Service is516.

(b) Ending Date for Plan’s Fiscal Year. The date of the end of the fiscal year for the purpose of maintaining the Plan’s records is December 31.

(c) Agent for the Service of Legal Process. The agent for the service of legal process with respect to the Plan is:

Fastly, Inc.
Board of Directors or Representative
475 Brannan Street, Suite 300
San Francisco, California 94107

In addition, service of legal process may be made upon the Plan Administrator.

(d) Plan Sponsor. The “Plan Sponsor” is:

Fastly, Inc.
Board of Directors or Representative
475 Brannan Street, Suite 300
San Francisco, California 94107
(844) 432-7859

(e) Plan Administrator. The Plan Administrator is the Board or a duly authorized committee thereof prior to the Closing and the Representative upon and following the Closing. The Plan Administrator’s contact information is:

Fastly, Inc.
Board of Directors or Representative
475 Brannan Street, Suite 300
San Francisco, California 94107
(844) 432-7859

The Plan Administrator is the named fiduciary charged with the responsibility for administering the Plan.

Section 13. Statement of ERISA Rights.

Participants in the Plan (which is a welfare benefit plan sponsored by Fastly, Inc.) who are employed, engaged or located inside the United States are entitled to certain rights and protections under

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ERISA. If you are an Eligible Employee, you are considered a participant in the Plan and, under ERISA, you are entitled to:

(a) Receive Information About Your Plan and Benefits.

(1) Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series), if applicable, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

(2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series), if applicable, and an updated (as necessary) Summary Plan Description. The Administrator may make a reasonable charge for the copies; and

(3) Receive a summary of the Plan’s annual financial report, if applicable. The Plan Administrator is required by law to furnish each Eligible Employee with a copy of this summary annual report.

(b) **Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Plan Eligible Employees, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Eligible Employees and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

(c) **Enforce Your Rights.** If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. The claims review procedure is explained in Section 10, above.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan, if applicable, and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court in San Francisco, California. Any suit must be brought within one (1) year of the date your claim for benefits was denied or ignored, in whole or in part, and is subject to any arbitration agreement that is in place between you and the Company Group. Before any claim for benefits is brought, you must follow the claims review procedure that is explained in Section 10, above.

If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

(d) **Assistance with Your Questions.** If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Todd Nightingale, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Fastly, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date:	August 7, November 6, 2024	By:	/s/ Todd Nightingale
			Todd Nightingale
			Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ronald W. Kisling, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Fastly, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date:	August 7, November 6, 2024	By:	/s/ Ronald W. Kisling
			Ronald W. Kisling
			Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Fastly, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2024 September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date:	August 7, November 6, 2024	By:	/s/ Todd Nightingale
			Todd Nightingale
			Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Fastly, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2024 September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date:	August 7, November 6, 2024	By:	/s/ Ronald W. Kisling
			Ronald W. Kisling
			Chief Financial Officer

DISCLAIMER

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