

# Customer Emissions Data

Akamai's policy regarding customer emissions data

## Purpose

This document establishes Akamai Technologies, Inc.'s ("Akamai") comprehensive policy regarding the customized reporting of customer emissions data. It aims to provide clear guidance on the creation, use, and audit of emissions reports while outlining the roles and responsibilities of Akamai and its customers in this process. This policy reflects Akamai's commitment to transparency and environmental stewardship while maintaining the confidentiality of its proprietary methodologies, models, and data.

By defining the scope, limitations, and protocols for emissions data reporting, this policy ensures a structured and consistent approach to addressing customer needs, including requests for customized reports, audits, and additional data formats. It further emphasizes Akamai's adherence to industry standards and its broader sustainability goals.

## Scope

**This policy applies to all customers of Akamai who:**

- Require customized emissions reports
- Seek to audit these customized emissions reports
- May request additional information or services related to emissions reporting

## Policy statements

### 1. Provision of customized emissions reports

#### 1.1 Standard reporting

- **Customized reports:** Akamai will provide customized emissions reports that include data specific to the customer's use of Akamai services, reflecting the proportional impact of emissions attributable to the individual customer.
- **Data included:** The reports will include quantified greenhouse gas emissions from direct sources (Scope 1) and indirect sources (Scopes 2 and 3), with Scope 3 covering Categories 1

through 8. Emissions will be reported regardless of materiality or whether values are zero, in accordance with the principle of completeness as defined in ISO 14064-1.

- **Data reporting timeline:** We will provide customer-specific, unaudited numbers for Q1-Q3 in the current fiscal reporting year of Akamai and will provide a full set of unaudited, customer-specific emissions figures for the entire calendar year (including Q4), following the completion of our company-wide emissions audit in the first half of the following year.

## 1.2 Limitations on data provision

- **Limited service-level emissions measurement:** Akamai does not measure emissions or cash spent at the service level, beyond what is provided in the customized reports.
- **Exclusivity of CDP disclosure:** Akamai's total company revenue and emissions data are disclosed exclusively through its Carbon Disclosure Project (CDP) response, including details regarding the same.

## 1.3 Additional customer requests

- **Evaluation of requests:** Any customer requests for additional data, formats, or reporting not covered by the standard customized emissions report will be evaluated on a case-by-case basis.
- **Written agreements:** Provision of additional services or data requires a separate written agreement outlining the scope, costs, and terms, subject to Akamai's discretion.

# 2. Customer responsibility and cost allocation

## 2.1 Burden of proof and cost

- **Financial responsibility:** Customers requesting the audit of customized emissions reports or additional reporting services are solely responsible for initiating and funding these activities.
- **Third-party engagement:** Customers must engage qualified third-party assurance providers or consultants at their own expense to verify emissions data.

## 2.2 Discretionary nature of audits

- **Customer's decision:** The decision to conduct an audit and its scope are at the customer's discretion.
- **No obligation on Akamai:** Akamai is not obligated to participate in or fund the customer's audit process beyond providing a requested standard customized emissions report.

# 3. Nondisclosure of proprietary models and data

## 3.1 Confidentiality and intellectual property

- **Protection of proprietary information:** Akamai's models, methodologies, algorithms, and underlying data that are used to develop customized emissions reports are proprietary and confidential.
- **Refusal to disclose:** Akamai will not provide access to its proprietary models, algorithms, or underlying data during the audit process or in response to customer requests, unless expressly agreed upon in writing.

## 4. Reporting standards

### 4.1 Emissions scope and category reporting

- **Relevant emissions coverage:** Akamai provides emissions data that reflects our operational footprint, based on our GHG Accounting Methodology designed to ensure relevance, consistency, and transparency. This approach draws from best practices and principles outlined in ISO 14064-1 and is informed by leading industry frameworks, including the Greenhouse Gas Protocol, while being tailored to the unique characteristics of our business operations.
- **Comprehensive coverage:** Our approach is informed by ISO 14064-1, specifically the requirements for identifying, quantifying, and reporting direct and indirect greenhouse gas emissions (Clause 6.3) as well as applicable upstream activities. Even if emissions in a given applicable category are zero, they will be reported to ensure completeness and transparency. Emissions data will be published and made available online for customer review each reporting period.<sup>1</sup>
- **Verification of emissions:** Zero or immaterial emissions in only applicable categories will be verified in Akamai's assurance report or consultant letter for the relevant categories related to Akamai's business.

### 4.2 Assurance and consultant letters

- **Requirement:** Akamai commits to obtain assurance reports for each reporting year to verify the accuracy and completeness of emissions data.<sup>1</sup>
- **Scope of verification:** The verification will cover all relevant direct and indirect greenhouse gas applicable to Akamai based on our GHG Accounting Methodology.

## 5. Service-level emissions accounting

### 5.1 Akamai's reporting

- **Customized emissions data:** Akamai will provide data reflecting the customer's use of Akamai services in the customized emissions report.
- **No cash spent data:** Akamai does not provide data on cash spent at the service level.

### 5.2 Customer's assurance requirements

- **Discretionary assurance:** If the customer requires an assurance report or consultant letter covering service-level accounting emissions, they must arrange and pay for this service independently.
- **Akamai's involvement:** Akamai will not participate in the customer's assurance process beyond providing the customized emissions report.

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<sup>1</sup> Akamai has an end-to-end view of all categories relevant to our business, which includes a broader set of upstream activities from 2022 onward. Akamai will not amend published emissions values prior to 2022.

## 6. Akamai's emissions disclosure commitments

### 6.1 Total company emissions

- **CDP disclosure:** Akamai discloses total company revenue and greenhouse gas emissions data through its CDP response, based on our GHG Accounting Methodology. This method is informed by ISO 14064-1 and covers both direct emissions (Scope 1) and indirect emissions (Scope 2 and Scope 3 Categories 1 through 8), ensuring a comprehensive accounting of upstream operational impacts. Akamai does not generate downstream emissions (Scope 3 Categories 9–15) as it does not manufacture, distribute, or sell physical products, nor does it engage in franchising or end-of-service product management activities.
- **Baseline year adjustments:** Akamai adjusts its baseline year as necessary via the CDP to ensure comprehensive scope coverage.

### 6.2 Assurance report publication

- **Public access:** Akamai publishes an assurance report for the preceding year through a publicly accessible link, verifying the accuracy and completeness of all required scopes and categories.

### 6.3 Emissions reduction plan

- **Annual updates:** Akamai publishes its emissions reduction plan annually, including progress updates leading up to 2030 as a part of our reporting cycle each year. Reports will be made publicly available.

## 7. Potential customer requests and Akamai's position

### 7.1 Requests for additional data or formats

- **Customized data formats:** Akamai may, at its discretion, agree to provide emissions data in specific formats requested by the customer, subject to a separate agreement and additional costs.

### 7.2 Requests for underlying data

- **Denial of requests:** Akamai will deny requests for underlying models, algorithms, or proprietary data to protect its intellectual property rights.

### 7.3 Requests for on-site audits

- **Policy on on-site audits:** Akamai does not permit on-site audits of its facilities or systems by customers or their representatives.
- **Alternative solutions:** Akamai may provide additional assurances through third-party certifications or attestations such as ISO 14001, or other applicable environmental certifications.

## 7.4 Requests for meetings with Akamai's auditors

- **Denial of access:** Akamai will not facilitate meetings between customers and its external auditors.

# 8. Limitation of liability and indemnification

## 8.1 Limitation of liability

- **Exclusion of certain damages:** Akamai shall not be liable for indirect, incidental, consequential, or special damages arising from the provision or use of customized emissions reports.
- **Cap on liability:** Akamai's total liability shall not exceed the fees paid by the customer for the customized emissions report in question.

## 8.2 Indemnification

- **Customer's obligation:** The customer agrees to indemnify, defend, and hold harmless Akamai from any claims, damages, or expenses arising out of the customer's use of the emissions report or breach of this policy.

# 9. Amendments and modifications

## 9.1 Right to amend

- **Akamai's discretion:** Akamai reserves the right to amend or modify this policy at any time.

## 9.2 Customer acceptance

- **Continued use:** The customer's continued use of Akamai's services after any amendments constitutes acceptance of the new terms.

# 10. Confidentiality and nondisclosure

The confidentiality obligations between Akamai and the customer, as detailed in Akamai's General Terms and Conditions, the Parties' Master Service Agreement, or similar document, shall govern all disclosures, reports, and other information exchanged pursuant to this policy.

# 11. Requesting customized emissions reports

- **Submission process:** Customers may request customized emissions reports by contacting their Akamai relationship manager in writing.
- **Information required:** Requests should include specific details about the data needed and any deadlines.
- **Acknowledgment:** Akamai will acknowledge receipt of the request within five business days.

## 12. Handling of customer audits

- **Notification:** Customers must notify Akamai in writing of their intent to audit, including the proposed scope and objectives.
- **Coordination:** Akamai will coordinate with the customer to provide necessary information within the limits of this policy.
- **Timeline:** Responses to audit requests will be provided within a reasonable time frame, considering the complexity and scope of the request.

## Contact information

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For questions or assistance regarding this policy, please contact:

Attn:	Akamai Technologies, Inc.
Email:	Corporate Sustainability Dept. <a href="mailto:sustainability@akamai.com">sustainability@akamai.com</a>
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# Definitions

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**Assurance reports:** Verification documents produced by third-party auditors or consultants to validate the accuracy and completeness of reported emissions data

**Audit:** A systematic, independent examination of emissions data to determine whether it conforms to stated requirements, often conducted by a qualified third-party organization

**Baseline year:** A reference year used for measuring emissions reductions or progress toward sustainability goals

**Carbon Disclosure Project (CDP):** An international nonprofit organization that runs a global disclosure system for managing environmental impacts and reporting corporate emissions data

**Customized emissions reports:** Reports tailored to individual customers that reflect the proportional impact of emissions attributable to their use of Akamai services, covering relevant Scope 1, 2, and 3 emissions

**Emissions reduction plan:** A structured strategy outlining steps Akamai will take to reduce its greenhouse gas emissions over a specified time frame, typically in alignment with long-term sustainability goals

**Emissions verification:** The process of confirming that emissions data is accurate and reliable, typically conducted by a third-party assurance provider

**Intellectual property:** Proprietary assets such as models, methodologies, algorithms, and data that are owned and protected by Akamai

**ISO 14001:** An internationally recognized standard for environmental management systems that provides a framework for managing environmental responsibilities systematically

**ISO 14064:** An internationally recognized standard that provides guidance for quantifying and reporting greenhouse gas emissions and removals at the organizational level. It outlines how to classify, measure, and report direct (Scope 1) and indirect (Scopes 2 and 3) emissions to ensure consistency, accuracy, and transparency

**Nondisclosure agreement:** A legal contract that ensures confidentiality of shared information, protecting proprietary and sensitive data exchanged between parties

**Proprietary models and data:** Akamai's internally developed algorithms, methodologies, and datasets used to calculate emissions; these remain confidential and are not disclosed unless expressly agreed upon in writing

**Scope 3 categories (1–8):** Subcategories under Scope 3 emissions include:

- **Business travel:** Emissions from employee travel for business purposes
- **Capital goods:** Emissions from the production of assets like buildings, machinery, and equipment

- **Employee commuting:** Emissions from employees commuting to and from work
- **Fuel and energy-related activities:** Emissions associated with energy production not included in Scope 1 or 2
- **Purchased goods and services:** Emissions from the production of goods and services purchased by Akamai
- **Upstream leased assets:** Emissions from leased assets not included in Scope 1 or 2
- **Upstream transportation and distribution:** Emissions from the transportation and distribution of products purchased by Akamai
- **Waste generated in operations:** Emissions from the disposal and treatment of waste from Akamai's operations

**Scopes 1, 2, and 3:** Categories of greenhouse gas emissions as defined by the Greenhouse Gas Protocol:

- **Scope 1:** Direct emissions from owned or controlled sources
- **Scope 2:** Indirect emissions from the generation of purchased electricity, steam, heating, and cooling consumed by the reporting company
- **Scope 3:** All other indirect emissions occurring in a company's value chain, categorized into upstream and downstream activities

**Service-level emissions accounting:** Emissions data calculated based on the specific services used by a customer, as provided in Akamai's customized emissions reports