



---

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

---

**FORM 8-K**

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

**Date of report: October 14, 2005  
(Date of earliest event reported)**

**AKAMAI TECHNOLOGIES, INC.**

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction  
of Incorporation)

0-27275

(Commission File Number)

04-3432319

(IRS Employer Identification No.)

8 Cambridge Center, Cambridge, Massachusetts 02142  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (617) 444-3000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

## **TABLE OF CONTENTS**

[Item 1.01 Entry into a Material Definitive Agreement](#)

[Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers](#)

[SIGNATURES](#)

[Exhibit Index](#)

[EX-99.1 EMPLOYMENT OFFER LETTER AGREEMENT](#)

[EX-99.2 PRESS RELEASE DATED OCTOBER 18, 2005](#)

---

**Item 1.01 Entry into a Material Definitive Agreement**

On October 14, 2005, Akamai Technologies, Inc. (the “Company”) entered into an employment offer letter agreement with J. Donald Sherman under the terms of which he will become the Company’s Senior Vice President and Chief Financial Officer-Elect. The letter agreement sets forth the terms of Mr. Sherman’s employment, including his cash and equity compensation, and further provides for Mr. Sherman to become the Company’s Chief Financial Officer following the retirement of Robert Cobuzzi, the Company’s current Chief Financial Officer. See Item 5.02 below. Under the terms of the employment offer letter agreement, Mr. Sherman will have an initial annual salary of \$300,000 and will receive a \$50,000 signing bonus and relocation assistance. Mr. Sherman will also be eligible for additional cash bonus and equity awards and will be eligible to participate in the Company’s Executive Severance Pay Plan. A copy of the employment offer letter agreement is attached as Exhibit 99.1 to this Current Report on Form 8-K. The foregoing description of the employment offer letter agreement is qualified in its entirety by the full text of such agreement set forth in Exhibit 99.1.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers**

On October 14, 2005, Robert Cobuzzi notified the Company of his intent to retire from his position as Chief Financial Officer effective on or about the date on which the Company files with the Securities and Exchange Commission its annual report on Form 10-K for the fiscal year ending December 31, 2005.

On October 18, 2005, the Company issued a press release announcing Mr. Cobuzzi’s retirement as its Chief Financial Officer. The Company simultaneously announced that J. Donald Sherman would succeed Mr. Cobuzzi as Chief Financial Officer following the effectiveness of Mr. Cobuzzi’s resignation. See Item 1.01 above and Exhibit 99.1 for a description of the material terms of the employment agreement between the Company and Mr. Sherman.

The full text of the press release is attached as Exhibit 99.2 to this Current Report on Form 8-K.

**SIGNATURES**

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

Dated: October 20, 2005

AKAMAI TECHNOLOGIES, INC.

/s/ Melanie Haratunian

Melanie Haratunian

Vice President and General Counsel

**Exhibit Index**

99.1 Employment offer letter agreement dated October 14, 2005 by and between Akamai Technologies, Inc. and J. Donald Sherman.

99.2 Press release dated October 18, 2005 issued by Akamai Technologies, Inc.

[Akamai letterhead]

October 13, 2005

Mr. J Donald Sherman  
[address]

Dear J D:

On behalf of Akamai Technologies, Inc. (referred to in this letter collectively with its subsidiaries as the "Company"), I am pleased to confirm the offer of full-time employment with the Company that I made to you for the position of Chief Financial Officer in our Cambridge, Massachusetts office. Your title will be Senior Vice President and CFO-Elect until the Company completes its full year financial reporting and filing requirements for 2005 (which we anticipate will be completed on or before March 10, 2006); this interim title will not affect your compensation or other benefits summarized below. You will report to me in both capacities. This offer is contingent upon the following: (1) completion of an employment application, which is enclosed with this letter; (2) successful completion of a check of your business references; (3) your consent to and the successful completion of a background investigation conducted pursuant to the Company's standard procedures.

Your base salary will be \$11,538.46 bi-weekly (\$300,000.00 on an annualized basis). You will be eligible to receive an annual incentive bonus, based on performance against objectives set by me and the Board, of \$200,000.00 starting in 2006. In addition, you will earn a one-time bonus of \$50,000.00 payable in 2006 as part of the 2005 Executive Bonus Program. Your compensation shall be subject to review annually.

In addition, you will receive a one-time signing bonus of \$50,000.00, payable within the first 60 days of your employment and you will also receive assistance with your relocation to the Greater Boston area.

In the event you leave the employ of the Company voluntarily during the first year of employment, you will be required to repay a pro-rated amount of the signing bonus and of the total dollar value of the relocation package and relocation expenses. After one year of employment, you would not be required to reimburse the company for any of your moving expenses.

As part of this employment offer, the Company will recommend to the Akamai Board of Directors that you be granted stock options under the Company's 1998 Stock Incentive Plan (the Plan) for the purchase of an aggregate of 75,000 shares of Common Stock of the Company, at an option price equal to the fair market value of the Common Stock as determined by the Board on the date the Board of Directors approves your stock options. If approved, your stock options at Akamai will vest over four years, provided you remain employed, all on a schedule beginning on the date your options are granted. The first 25 percent of the options will vest on the first anniversary of your Grant Date. An additional 6.25% of the original number of shares will vest at the end of each successive full three-

---

month period following the first anniversary of the Grant Date until the fourth anniversary of the Grant Date. Subject to Board approval, your options will be evidenced by a separate option agreement embodying these terms. You will also be eligible to receive such future stock option grants, as the Board of Directors shall from time to time deem appropriate.

In addition, in early 2006 the Company will recommend to the Akamai Board of Directors that you be granted 25,000 restricted stock units under the Plan. If approved, your restricted stock units will vest over three years, provided you remain employed, all on a schedule beginning on the date your restricted stock units are granted. The first 34% of the restricted stock units will vest on the first anniversary of the grant date. An additional 8.25% of the original number of restricted stock units will vest at the end of each successive full three-month period following the first anniversary of the grant date until the third anniversary of the grant date. Subject to Board approval, your restricted stock units will be evidenced by a separate agreement embodying these terms.

You will be eligible to participate in the Employee Stock Purchase Program beginning in the December 2005 offering period. This plan allows you to contribute between 0% and 15% of your salary through regular payroll deductions. The Akamai plan provides for a six month offering period. At the end of each six-month offering period, the money that has been deducted will be used to purchase shares of Akamai common stock at 85% of the Fair Market Value (FMV) of the Common Stock at the beginning of the offer period or end of the offer period, whichever is lower.

You will be eligible to elect health insurance, dental insurance, life insurance, and short/long term disability coverage and other benefits that are and may become available generally to employees of the Company. Coverage takes effect the first of the month following date of hire. You will also be eligible to contribute to the Akamai Technologies, Inc. 401(k) Plan immediately upon employment.

You will be eligible for a maximum of three weeks of vacation per year. The number of vacation days for which you are eligible in each year shall accrue at the rate of 1.25 days per month that you are employed and working during such year. Akamai also observes eleven holidays each year. This year nine of the holidays are scheduled days, while two holidays are floating days.

As a condition of your employment, you will be required to execute a Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Developments Agreement, and an Akamai Code of Business Conduct and Ethics. Both documents are enclosed in this offer package.

You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into this agreement or carrying out your responsibilities for the Company as contemplated hereby, or which is in any way inconsistent with any of the terms hereof.

---

Akamai Technologies is an at will employer which means that either you or Akamai may terminate the employment relationship at any time with or without notice and with or without reason. This letter is not to be construed as an agreement, either expressed or implied to employ you for any stated term. No employee, officer or other representative of Akamai, other than the Chief Executive Officer, has any authority to enter into any agreement to the contrary.

In the event that Akamai terminates your employment for reasons other than cause, you would be eligible for severance in accordance with the Akamai Technologies, Inc.'s Executive Severance Pay Plan And Summary Plan Description, a copy of which is enclosed, provided you meet the eligibility requirements of that plan.

In the event that there is a Change in Control, as that term is defined in the Akamai Technologies, Inc. Second Amended And Restated 1998 Stock Incentive Plan, a copy of which is enclosed, and within the first ninety (90) days the surviving entity fails to offer to employ you in a position with responsibilities that are commensurate (but not necessarily identical) with your responsibilities at Akamai, and as a result your employment terminates involuntarily, you will receive an amount equal to one year of your then-base salary provided you sign a separation agreement acceptable to Akamai that includes, among other things, a full release, a one-year non-competition clause, a future cooperation clause, and a non-disparagement clause. Whether you have been offered a position with commensurate responsibilities is to be determined without regard to the title or reporting relationship of the new position.

This employment offer from Akamai Technologies is contingent upon your submitting an I-9 Employment Eligibility Verification Form acceptable to Akamai Technologies, Inc. on your date of employment. **You must be prepared to offer proof of your employability in the United States in accordance with the requirements listed on the I-9 Form on your first day of employment. You will not be placed on the Akamai payroll as an active employee until you have provided this documentation.** New hire orientations are held every Monday in Cambridge at 1:30 pm. If you are in a different location, a conference bridge will be set up and instructions for dialing in will be provided.

Please accept Akamai's offer of employment by signing the enclosed copy of this letter and the agreements attached and returning all documents to **Mark Minichiello, Akamai Technologies, 8 Cambridge Center, 7<sup>th</sup> floor, Cambridge, MA, 02142.**

Sincerely,

AKAMAI TECHNOLOGIES, INC.

/s/ Paul Sagan

Paul Sagan

Chief Executive Officer

---



*psagan@akamai.com*

Enclosures:

- (1) Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Developments Agreement. — 2 copies
- (2) Code of Business Conduct and Ethics
- (3) I-9 Employment Eligibility Verification Form
- (4) Application for Employment

I hereby accept employment with Akamai Technologies, Inc.

/s/ J. Donald Sherman  
J Donald Sherman

October 14, 2005  
Date

I plan to join Akamai on:

November 7, 2005  
Date

**Contacts:**

Jeff Young  
Media Relations  
617-444-3913  
jyoung@akamai.com

—or—

Sandy Smith  
Investor Relations  
617-444-2804  
ssmith@akamai.com

**AKAMAI ANNOUNCES EXECUTIVE APPOINTMENTS**

- J. Donald Sherman, Vice President of IBM Systems and Technology Group, to become Akamai's new Chief Financial Officer in early 2006
- Michael M. Afergan appointed Chief Technology Officer, effective immediately
- Robert Cobuzzi, current Chief Financial Officer, to retire

**CAMBRIDGE, MA – October 18, 2005** – Akamai Technologies, Inc. (NASDAQ: AKAM), the leading global service provider for accelerating content and business processes online, today announced two key executive appointments and a planned transition in leadership of the Company's finance organization. Robert Cobuzzi, Akamai's current Chief Financial Officer, will retire early next year and will be replaced by J. Donald (J.D.) Sherman; and Michael M. Afergan will become the Company's new Chief Technology Officer, effective immediately, filling an open position.

Mr. Sherman currently is the chief financial executive of IBM's \$21 billion Systems and Technology Group. Previously, Mr. Sherman held a number of senior executive positions in Finance at IBM, including Vice President of the Server Division, and Assistant Controller for Corporate Financial Strategy and Budgets. He has an M.B.A. from the University of Chicago and a B.A. in Economics from Emory University.

"I am delighted to welcome J.D. Sherman to Akamai," said Paul Sagan, Akamai's President and CEO. "J.D. is an accomplished finance executive with broad knowledge of the information technology industry. We believe Akamai will benefit from J.D.'s experience and insights into the future of Internet-based enterprise computing and the direction of the I.T marketplace in general."

Regarding his decision to come to Akamai, Mr. Sherman said, "I'm very excited to join the Akamai team. Akamai has a strong and unique position in an incredibly important industry, and I'm looking forward to helping lead the company's financial direction as it continues to grow."

Mr. Cobuzzi joined Akamai in 2002 and has indicated he plans on retiring in 2006 after completing the Company's full-year financial reporting and filing requirements for 2005. Mr. Sherman will join Akamai next month in an interim position, as Senior Vice President and CFO-Elect, to allow for a smooth transition to his role as Akamai's CFO following Mr. Cobuzzi's retirement.

---

- more -

“I want to thank Bob for all he has contributed to Akamai,” Sagan said. “He joined the Company at a time when we were undertaking a crucial restructuring. Bob has been instrumental in implementing changes and executing strategies that enabled us to achieve significant revenue growth and profitability.”

Regarding his tenure at Akamai, Mr. Cobuzzi said, “It has been an honor to work with such an accomplished team of professionals at Akamai, and I am looking forward to working closely with J.D. to help ensure a successful transition.”

Mr. Afergan, the Company’s new CTO, is a veteran of Akamai’s distinguished engineering organization. He joined Akamai in 1999 and has served in various roles within Akamai’s Engineering and Product Management departments, including Director of Technology Strategy and Director of Load Balancing and Mapping. In these roles, he was instrumental in helping to drive innovation based on customer requirements—working on a variety of Akamai’s products and directly with many of Akamai’s largest customers.

Mr. Afergan returned to graduate school in September 2003, and has come back to Akamai full time after receiving his PhD in Computer Science from MIT, where his research focused on networking and distributed systems. In his new role as CTO, Mr. Afergan will work with Akamai Engineering and Product Management to develop and articulate the Company’s technical vision and strategy. He will report directly to Mr. Sagan.

“The role of CTO has always been a position of high regard and importance at Akamai,” Sagan said. “Mike’s primary responsibility will be to drive profitable revenue growth through new services, features, functionality, and partnerships, and to identify key customer and market opportunities. Mike is respected throughout the organization, and he possesses a unique combination of technical and strategic capabilities required to further develop, grow and lead Akamai’s innovative set of offerings.”

Mr. Afergan previously ran a software consulting company, provided technology training internationally, and served as a teaching fellow and guest lecturer at Harvard University. He has authored several academic papers, trade magazine articles, and books including *Java Quick Reference* (Macmillan), which has been translated into six languages. Mr. Afergan holds an A.B. and S.M. from Harvard, both in Computer Science.

On assuming the role of CTO at Akamai, Mr. Afergan said, “I am excited to return to a company with such a talented and innovative team that continues to address important business issues for our customers. As CTO, I look forward to playing a role in helping Akamai to capitalize on the tremendous opportunities that lie ahead.”

“I am very pleased to announce these two key executive appointments,” Mr. Sagan concluded. “J.D. and Mike will enhance Akamai’s senior management team and we are looking forward to their contributions.”

Akamai will hold its next regularly scheduled investor conference call on October 25<sup>th</sup> at 4:30 p.m. ET. The call will include the Company’s third quarter 2005 financial results.

---

- more -

### **About Akamai**

Akamai® is the leading global service provider for accelerating content and business processes online. More than 1,700 organizations have formed trusted relationships with Akamai, improving their revenue and reducing costs by maximizing the performance of their online businesses. Leveraging the Akamai EdgePlatform, these organizations gain business advantage today, and have the foundation for the emerging Web solutions of tomorrow. Akamai is “*The Trusted Choice for Online Business.*” For more information, visit [www.akamai.com](http://www.akamai.com).

###

### **Akamai Statement Under the Private Securities Litigation Reform Act**

The release contains information about future expectations, plans and prospects of Akamai’s management that constitute forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those indicated by these forward-looking statements as a result of various important factors including, but not limited to, inability to anticipate and react to changes in the market and other factors that are discussed in the Company’s Annual Report on Form 10-K, quarterly reports on Form 10-Q, and other documents periodically filed with the SEC.