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

Form 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2012

or

o **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 0-27275

Akamai Technologies, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**04-3432319**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

8 Cambridge Center
Cambridge, MA 02142
(617) 444-3000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

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 (the "Exchange Act") 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 x No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes x No ☐

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

Large accelerated filer x	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

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

The number of shares outstanding of the registrant's common stock as of November 6, 2012: 177,467,846

AKAMAI TECHNOLOGIES, INC.

FORM 10-Q

For the quarterly period ended September 30, 2012

TABLE OF CONTENTS

		Page
PART I. FINANCIAL INFORMATION		
Item 1.	Financial Statements (unaudited)	3
	Consolidated Balance Sheets at September 30, 2012 and December 31, 2011	3
	Consolidated Statements of Operations for the three and nine months ended September 30, 2012 and 2011	4
	Consolidated Statements of Comprehensive Income for the three and nine months ended September 30, 2012 and 2011	5
	Consolidated Statements of Cash Flows for the nine months ended September 30, 2012 and 2011	6
	Notes to Unaudited Consolidated Financial Statements	7
Item 2.	Management’s Discussion and Analysis of Financial Condition and Results of Operations	21
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	33
Item 4.	Controls and Procedures	33
PART II. OTHER INFORMATION		
Item 1.	Legal Proceedings	35
Item 1A.	Risk Factors	35
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	44
Item 6.	Exhibits	44
SIGNATURES		45
EXHIBIT INDEX		46

PART I. FINANCIAL INFORMATION

Item 1. ***Financial Statements***

AKAMAI TECHNOLOGIES, INC.

CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

	September 30, 2012	December 31, 2011
	(In thousands, except share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 182,650	$ 559,197
Marketable securities (including restricted securities of $54 at September 30, 2012)	282,579	290,029
Accounts receivable, net of reserves of $5,778 and $4,555 at September 30, 2012 and December 31, 2011, respectively	236,232	210,936
Prepaid expenses and other current assets	45,784	55,414
Deferred income tax assets	6,444	6,444
Total current assets	753,689	1,122,020
Property and equipment, net	331,218	293,043
Marketable securities (including restricted securities of $44 and $42 at September 30, 2012 and December 31, 2011, respectively)	593,105	380,729
Goodwill	721,601	452,914
Other intangible assets, net	82,375	45,386
Deferred income tax assets	42,101	43,485
Other assets	15,365	7,924
Total assets	$ 2,539,454	$ 2,345,501
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 52,749	$ 38,247
Accrued expenses and other current liabilities	131,616	85,371
Deferred revenue	27,927	21,344
Accrued restructuring	628	3,430
Total current liabilities	212,920	148,392
Other liabilities	64,499	38,389
Deferred revenue	2,097	2,470
Total liabilities	279,516	189,251
Commitments, contingencies and guarantees (Note 15)		
Stockholders' equity:		
Preferred stock, $0.01 par value; 5,000,000 shares authorized; 700,000 shares designated as Series A Junior Participating Preferred Stock; no shares issued or outstanding	—	—
Common stock, $0.01 par value; 700,000,000 shares authorized; 198,954,007 shares issued and 177,331,901 shares outstanding at September 30, 2012 and 195,561,243 shares issued and 177,504,624 shares outstanding at December 31, 2011	2,000	1,959
Additional paid-in capital	5,146,092	5,068,235
Accumulated other comprehensive income (loss)	483	(1,259)
Treasury stock, at cost, 21,622,106 shares at September 30, 2012 and 18,056,619 shares at December 31, 2011	(594,643)	(482,994)
Accumulated deficit	(2,293,994)	(2,429,691)
Total stockholders' equity	2,259,938	2,156,250
Total liabilities and stockholders' equity	$ 2,539,454	$ 2,345,501

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

AKAMAI TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
	(In thousands, except per share data)			
Revenues	$ 345,321	$ 281,856	$ 996,075	$ 834,798
Costs and operating expenses:				
Cost of revenues	109,995	93,284	320,018	271,999
Research and development	19,351	13,542	54,373	37,142
Sales and marketing	75,924	54,520	219,096	160,722
General and administrative	54,511	50,834	168,214	140,710
Amortization of other intangible assets	5,381	4,185	15,611	12,754
Restructuring charge	—	158	14	158
Total costs and operating expenses	265,162	216,523	777,326	623,485
Income from operations	80,159	65,333	218,749	211,313
Interest income	1,568	2,703	4,823	8,675
Other (expense) income, net	(241)	(188)	449	(1,330)
Gain on investments, net	25	299	42	383
Income before provision for income taxes	81,511	68,147	224,063	219,041
Provision for income taxes	33,280	25,862	88,366	78,218
Net income	$ 48,231	$ 42,285	$ 135,697	$ 140,823
Net income per weighted average share:				
Basic	$ 0.27	$ 0.23	$ 0.76	$ 0.76
Diluted	$ 0.27	$ 0.23	$ 0.75	$ 0.74
Shares used in per share calculations:				
Basic	177,455	183,085	178,040	185,515
Diluted	181,053	185,704	181,738	189,089

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

AKAMAI TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
	(In thousands)			
Net income	$ 48,231	$ 42,285	$ 135,697	$ 140,823
Other comprehensive income:				
Foreign currency translation adjustments	3,770	(5,588)	740	(1,200)
Change in unrealized gain (loss) on investments, net	1,246	(6,517)	1,540	(3,840)
Income tax (expense) benefit related to unrealized gain (loss) on investments, net	(425)	2,507	(538)	1,482
Other comprehensive income (loss)	4,591	(9,598)	1,742	(3,558)
Comprehensive income	$ 52,822	$ 32,687	$ 137,439	$ 137,265

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

AKAMAI TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	For the Nine Months Ended September 30, 2012	For the Nine Months Ended September 30, 2011
	(In thousands)	
Cash flows from operating activities:		
Net income	$ 135,697	$ 140,823
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	149,203	124,228
Stock-based compensation expense	69,180	42,465
Provision for doubtful accounts	(61)	1,236
Excess tax benefits from stock-based compensation	(17,589)	(11,460)
Provision for deferred income taxes, net	826	20,906
Gain on investments and disposal of property and equipment, net	(62)	(172)
Changes in operating assets and liabilities, net of effects of acquisitions:		
Accounts receivable	(21,587)	(7,821)
Prepaid expenses and other current assets	11,103	(78)
Accounts payable, accrued expenses and other current liabilities	54,732	(5,268)
Deferred revenue	5,542	(1,386)
Accrued restructuring	(2,897)	(180)
Other non-current assets and liabilities	(536)	13,355
Net cash provided by operating activities	383,551	316,648
Cash flows from investing activities:		
Cash paid for acquisition of businesses, net of cash acquired	(306,030)	(550)
Purchases of property and equipment	(119,256)	(105,769)
Capitalization of internal-use software costs	(39,921)	(30,523)
Purchases of short- and long-term marketable securities	(554,303)	(727,453)
Proceeds from sales of short- and long-term marketable securities	135,993	545,568
Proceeds from maturities of short- and long-term marketable securities	214,159	354,552
Proceeds from the sale of property and equipment	12	135
Decrease in restricted investments held for security deposits	—	221
Net cash (used in) provided by investing activities	(669,346)	36,181
Cash flows from financing activities:		
Proceeds from the issuance of common stock under stock option plans and employee stock purchase plans	28,635	13,305
Excess tax benefits from stock-based compensation	17,589	11,460
Employee taxes paid related to net share settlement of equity awards	(26,566)	(5,680)
Repurchases of common stock	(111,649)	(247,738)
Net cash used in financing activities	(91,991)	(228,653)
Effects of exchange rate changes on cash and cash equivalents	1,239	(443)
Net (decrease) increase in cash and cash equivalents	(376,547)	123,733
Cash and cash equivalents at beginning of period	559,197	231,866
Cash and cash equivalents at end of period	$ 182,650	$ 355,599
Supplemental disclosure of cash flow information:		
Cash paid for income taxes	$ 51,822	$ 26,530
Non-cash financing and investing activities:		
Capitalization of stock-based compensation, net of impairments	$ 6,694	$ 5,406

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

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. Nature of Business and Basis of Presentation

Akamai Technologies, Inc. (“Akamai” or the “Company”) provides services for accelerating and improving the delivery of content and applications over the Internet. Akamai’s globally distributed platform comprises thousands of servers in hundreds of networks in approximately 80 countries. The Company was incorporated in Delaware in 1998 and is headquartered in Cambridge, Massachusetts. Akamai currently operates in one industry segment: providing services for accelerating and improving delivery of content and applications over the Internet.

The accompanying interim consolidated financial statements are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim financial information. These financial statements include the accounts of Akamai and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated in the accompanying financial statements.

Certain information and footnote disclosures normally included in the Company’s annual audited consolidated financial statements and accompanying notes have been condensed or omitted in these interim financial statements. Accordingly, the unaudited consolidated financial statements included herein should be read in conjunction with the audited consolidated financial statements and accompanying notes included in Akamai’s annual report on Form 10-K for the year ended December 31, 2011, filed with the Securities and Exchange Commission on February 29, 2012.

The results of operations presented in this quarterly report on Form 10-Q are not necessarily indicative of the results of operations that may be expected for any future periods. In the opinion of management, these unaudited consolidated financial statements include all adjustments and accruals, consisting only of normal recurring adjustments, that are necessary for a fair statement of the results of all interim periods reported herein.

2. Recent Accounting Pronouncements

In May 2011, the Financial Accounting Standards Board ("FASB") issued amended guidance and disclosure requirements for fair value measurements. This guidance provides a consistent definition of fair value and ensures that the fair value measurement and disclosure requirements are similar between U.S. GAAP and international financial reporting standards. The guidance changes certain fair value measurement principles and enhances the disclosure requirements, particularly for Level 3 fair value measurements. The Company adopted this guidance during the first quarter of 2012. The adoption of the guidance did not have a material impact on the Company's consolidated financial statements.

In June 2011, the FASB issued amended disclosure requirements for the presentation of comprehensive income. The amended guidance eliminates the option to present components of other comprehensive income (“OCI”) as part of the statement of changes in equity. Under the amended guidance, all changes in OCI are to be presented either in a single continuous statement of comprehensive income or in two separate but consecutive financial statements. The Company adopted this guidance during the first quarter of 2012. There is no impact to the Company's consolidated financial results as the amendments relate only to changes in financial statement presentation.

In September 2011, the FASB issued amended guidance that simplifies how entities test goodwill for impairment. Under the amended guidance, after assessment of certain qualitative factors, if an entity determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the entity must perform the quantitative analysis of the goodwill impairment test. Otherwise, the quantitative test(s) are optional. The Company adopted this guidance during the first quarter of 2012. The adoption of the guidance did not have a material impact on the Company's consolidated financial statements.

In July 2012, the FASB issued amended guidance on the periodic testing of indefinite-lived intangible assets for impairment. This guidance will allow companies to assess qualitative factors to determine if it is more likely than not that the indefinite-lived intangible asset might be impaired and whether it is necessary to perform the quantitative impairment test required under current accounting standards. The updated accounting guidance is effective for interim and annual periods beginning after September 15, 2012 with early adoption permitted. The Company will adopt the updated guidance in the fourth quarter of fiscal year 2012. The adoption of the guidance is not expected to have a material impact on the Company's consolidated financial statements.

3. Business Acquisitions

In September 2012, the Company acquired FastSoft, Inc. ("FastSoft"). In February and March 2012, the Company acquired Blaze Software, Inc. ("Blaze") and Cotendo, Inc. ("Cotendo"), respectively. The consolidated financial statements include the operating results of each business from the date of acquisition. Pro forma results of operations for these acquisitions have not been presented because the effects of the acquisitions, individually or in the aggregate, were not material to the Company’s consolidated financial results. The total amount of acquisition-related costs for the acquisitions of FastSoft, Blaze and Cotendo was $5.1 million for the nine months ended September 30, 2012. These costs were included in general and administrative costs in the consolidated statements of operations.

The acquisitions of FastSoft, Blaze and Cotendo were accounted for using the purchase method of accounting. The total purchase consideration was allocated to the assets acquired and liabilities assumed at their estimated fair values as of the date of each acquisition, as determined by management and, with respect to identified intangible assets, by management with the assistance of an appraisal provided by a third-party valuation firm. The excess of the purchase price over the amounts allocated to assets acquired and liabilities assumed has been recorded as goodwill. Goodwill associated with these acquisitions will not be amortized and will be tested for impairment at least annually as required by the accounting guidance for goodwill and other intangible assets. (See Note 10).

FastSoft

On September 13, 2012, the Company acquired all of the outstanding common and preferred stock of FastSoft in exchange for $14.4 million in cash. Akamai acquired FastSoft with a goal of complementing Akamai's cloud infrastructure solutions with technology for optimizing the throughput of video and other digital content across IP networks. The Company allocated $12.2 million of the cost of the acquisition to goodwill and $3.7 million to other intangible assets. The allocation of the purchase price is preliminary. The total weighted average useful life of the intangible assets acquired from FastSoft is 9.0 years. The value of the goodwill from the acquisition can be attributed to a number of business factors including a trained technical workforce in place in the United States and cost synergies. The total amount of goodwill related to the acquisition of FastSoft expected to be deducted for tax purposes is $2.9 million.

Blaze

On February 7, 2012, the Company acquired all of the outstanding common and preferred stock, including vested and unvested stock options, of Blaze in exchange for $19.3 million in cash and assumption of unvested options. Akamai acquired Blaze with a goal of complementing Akamai's site acceleration solutions with technology designed to optimize the speed at which a web page is rendered. The Company allocated $15.1 million of the cost of the acquisition to goodwill and $5.1 million to other intangible assets. The allocation of the purchase price is preliminary. The total weighted average useful life of the intangible assets acquired from Blaze is 5.3 years. The value of the goodwill from this acquisition can be attributed to a number of business factors including a trained technical workforce in place in Canada and cost synergies expected to be realized. The total amount of goodwill related to the acquisition of Blaze expected to be deducted for tax purposes is $13.5 million.

Cotendo

On March 6, 2012, the Company acquired all of the outstanding common and preferred stock, including vested and unvested stock options, of Cotendo in exchange for $278.9 million in cash and assumption of unvested options. Akamai acquired Cotendo with the intention of increasing Akamai’s pace of innovation in the areas of cloud and mobile optimization.

The value of the goodwill from the acquisition of Cotendo can be attributed to a number of business factors including potential sales opportunities to provide Akamai services to Cotendo customers; a trained technical workforce in place in the United States and Israel; an existing sales pipeline and a trained sales force; and cost synergies expected to be realized.

The following table presents the preliminary allocation of the purchase price for Cotendo (in thousands):

Total purchase consideration	$	278,877
Allocation of the purchase consideration		
Current assets, including cash and cash equivalents of $6,405	$	6,751
Trade receivables		2,920
Property and equipment		5,812
Indemnification assets		6,200
Long-term assets		75
Identifiable intangible assets		43,800
Goodwill		241,386
Deferred tax liabilities		(22,934)
Other liabilities assumed		(5,133)
	$	278,877

The following were the identified intangible assets acquired and the respective estimated periods over which such assets will be amortized (in thousands except for years):

		Gross Carrying Amount	Weighted Average Useful Life
Completed technology	$	24,100	6
Customer relationships		13,400	9
Non-compete agreements		3,900	6
Trademarks and trade names		2,400	10
Total	$	43,800	

In determining the purchase price allocation, the Company considered, among other factors, its intention to use the acquired assets and the historical and estimated future demand for Cotendo services. The fair value of intangible assets was based upon the income approach. In applying this approach, the values of the intangible assets acquired were determined using projections of revenues and expenses specifically attributed to the intangible assets. The income streams were then discounted to present value using estimated risk-adjusted discount rates. The rate used to discount the expected future net cash flows from the intangible assets to their present values was based upon a weighted average cost of capital of 15%. The discount rate was determined after consideration of market rates of return on debt and equity capital, the weighted average return on invested capital and the risk associated with achieving forecasted sales related to the technology and assets acquired from Cotendo.

The relief-from-royalty method was used to value the completed technologies acquired from Cotendo. The relief-from-royalty method estimates the cost savings that accrue to the owner of an intangible asset that would otherwise be required to pay royalties or license fees on revenues earned through the use of the asset. The royalty rate used is based on an analysis of empirical, market-derived royalty rates for guideline intangible assets. Typically, revenue is projected over the expected remaining useful life of the completed technology. The market-derived royalty rate is then applied to estimate the royalty savings. The key assumptions used in valuing the completed technologies are as follows: royalty rate of 15%, discount rate of 16%, tax rate of 39% and estimated average economic life of six years.

The customer relationships were valued using the excess earnings method of income approach. The key assumptions used in valuing the customer relationships were as follows: discount rate of 16%, tax rate of 39% and estimated average economic life of nine years.

The lost-profits method was used to value the non-compete agreements Akamai entered into with certain members of Cotendo's management team. The lost-profits method recognizes that the current value of an asset may be premised upon the expected receipt of future economic benefits protected by clauses within an agreement. These benefits are generally considered to be higher income resulting from the avoidance of a loss in revenue that would likely occur without an agreement. The key assumptions used in valuing the non-compete agreements were as follows: discount rate of 16%, tax rate of 39% and estimated average economic life of six years.

The relief-from-royalty method was used to value trade names. The relief-from-royalty method recognizes that the current value of an asset may be premised upon the expected receipt of future economic benefits from the use of trade names. These benefits are generally considered to be higher income resulting from the avoidance of a loss in revenue that would likely occur without the specific trade names. The key assumptions used in valuing trade names were as follows: royalty rate of 1%, discount rate of 16%, tax rate of 39% and estimated average economic life of ten years.

The total weighted average amortization period for the intangible assets acquired from Cotendo is 7.1 years. The intangible assets are being amortized based upon the pattern in which the economic benefits of the intangible assets are being utilized. The total amount of goodwill related to the acquisition of Cotendo expected to be deducted for tax purposes is $55.8 million.

4. Marketable Securities and Investments

The Company accounts for financial assets and liabilities in accordance with a fair value measurement accounting standard. The accounting standard provides a framework for measuring fair value under GAAP and requires expanded disclosures regarding fair value measurements. 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. The accounting standard also establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs, where available, and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 — Quoted prices in active markets for identical assets or liabilities.

Level 2 — Observable inputs, other than Level 1 prices, such as quoted prices in active markets for similar assets and liabilities, quoted prices for identical or similar assets and liabilities in markets that are inactive, or other inputs that are observable or can be corroborated by observable market data.

Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities, including certain pricing models, discounted cash flow methodologies and similar techniques.

The following is a summary of marketable securities held at September 30, 2012 and December 31, 2011 (in thousands):

As of September 30, 2012	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Aggregate Fair Value	Classification on Balance Sheet Short-term Marketable Securities	Classification on Balance Sheet Long-term Marketable Securities
Available-for-sale securities:						
Certificates of deposit	$ 98	$ —	$ —	$ 98	$ 54	$ 44
Commercial paper	9,975	2	—	9,977	9,977	—
Corporate debt securities	682,983	1,769	(167)	684,585	272,548	412,037
U.S. government agency obligations	180,883	143	(2)	181,024	—	181,024
	$ 873,939	$ 1,914	$ (169)	$ 875,684	$ 282,579	$ 593,105

As of December 31, 2011	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Aggregate Fair Value	Classification on Balance Sheet Short-term Marketable Securities	Classification on Balance Sheet Long-term Marketable Securities
Available-for-sale securities:						
Certificates of deposit	$ 42	$ —	$ —	$ 42	$ —	$ 42
Corporate debt securities	524,515	873	(580)	524,808	285,012	239,796
U.S. government agency obligations	145,995	78	(165)	145,908	5,017	140,891
	$ 670,552	$ 951	$ (745)	$ 670,758	$ 290,029	$ 380,729

Unrealized gains and unrealized temporary losses on investments classified as available-for-sale are included within accumulated other comprehensive income (loss). Upon realization, those amounts are reclassified from accumulated other comprehensive income (loss) to gain (loss) on investments, net in the statement of operations. Realized gains and losses are reflected in the income statement as gain (loss) on investments, net. As of September 30, 2012, the Company did not hold any investment-related assets that have been in a continuous loss position for more than 12 months.

The following tables detail the fair value measurements within the fair value hierarchy of the Company's financial assets, including investments and cash equivalents, at September 30, 2012 and December 31, 2011 (in thousands):

	Total Fair Value at September 30, 2012	Fair Value Measurements at Reporting Date Using		
		Level 1	Level 2	Level 3
Money market funds	$ 5,685	$ 5,685	$ —	$ —
Certificates of deposit	4,577	4,577	—	—
Commercial paper	9,977	—	9,977	—
Corporate debt securities	684,585	—	684,585	—
U.S. government agency obligations	181,024	—	181,024	—
	$ 885,848	$ 10,262	$ 875,586	$ —

	Total Fair Value at December 31, 2011	Fair Value Measurements at Reporting Date Using		
		Level 1	Level 2	Level 3
Money market funds	$ 302,507	$ 302,507	$ —	$ —
Certificates of deposit	42	42	—	—
Commercial paper	57,498	—	57,498	—
Corporate debt securities	524,808	—	524,808	—
U.S. government agency obligations	145,908	—	145,908	—
	$ 1,030,763	$ 302,549	$ 728,214	$ —

As of September 30, 2012 and December 31, 2011, the Company had grouped money market funds and certificates of deposit using a Level 1 valuation because market prices for such investments are readily available in active markets. As of September 30, 2012 and December 31, 2011, the Company had grouped commercial paper, U.S. government agency obligations and corporate debt securities using a Level 2 valuation because quoted prices for identical or similar assets are available in markets that are inactive. As of September 30, 2012 and December 31, 2011, the Company had no assets grouped using a Level 3 valuation.

Contractual maturities of the Company's marketable securities held at September 30, 2012 and December 31, 2011 were as follows (in thousands):

	September 30, 2012	December 31, 2011
Available-for-sale securities:		
Due in 1 year or less	$ 282,579	$ 290,029
Due after 1 year through 5 years	593,105	380,729
	$ 875,684	$ 670,758

5. Accounts Receivable

Net accounts receivable consisted of the following (in thousands):

	September 30, 2012	December 31, 2011
Trade accounts receivable	$ 170,963	$ 142,166
Unbilled accounts	71,047	73,325
Gross accounts receivable	242,010	215,491
Allowance for doubtful accounts	(1,791)	(1,627)
Reserve for cash-basis customers	(3,987)	(2,928)
Total accounts receivable reserves	(5,778)	(4,555)
Accounts receivable, net	$ 236,232	$ 210,936

The Company's accounts receivable balance includes unbilled amounts that represent revenues recorded for customers that are typically billed monthly in arrears. The Company records reserves against its accounts receivable balance. These reserves consist of allowances for doubtful accounts and reserves for cash-basis customers. Increases and decreases in the allowance for doubtful accounts are included as a component of general and administrative expenses. The Company's reserve for cash-basis customers increases as services are provided to customers where collection is no longer assured. Increases to the reserve for cash-basis customers are recorded as reductions of revenues. The reserve decreases and revenue is recognized when and if cash payments are received.

Estimates are used in determining these reserves and are based upon the Company's review of outstanding balances on a customer-specific, account-by-account basis. The allowance for doubtful accounts is based upon a review of customer receivables from prior sales with collection issues where the Company no longer believes that the customer has the ability to pay for services previously provided. The Company also performs ongoing credit evaluations of its customers. If such an evaluation indicates that payment is no longer reasonably assured for services provided, any future services provided to that customer will result in the creation of a cash-basis reserve until the Company receives consistent payments. The Company does not have any off-balance sheet credit exposure related to its customers.

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	September 30, 2012	December 31, 2011
Payroll and other related benefits	$ 58,158	$ 39,920
Bandwidth and co-location	31,535	29,291
Property, use and other taxes	35,573	9,923
Professional service fees	4,238	4,162
Other	2,112	2,075
Total	$ 131,616	$ 85,371

7. Net Income per Share

Basic net income per share is computed using the weighted average number of common shares outstanding during the applicable period. Diluted net income per share is computed using the weighted average number of common shares outstanding during the period, plus the dilutive effect of potential common stock. Potential common stock consists of shares issuable pursuant to stock options, deferred stock units and restricted stock units ("RSUs") issued by the Company.

The following table sets forth the components used in the computation of basic and diluted net income per common share (in thousands, except per share data):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
Numerator:				
Net income	$ 48,231	$ 42,285	$ 135,697	$ 140,823
Denominator:				
Shares used for basic net income per common share	177,455	183,085	178,040	185,515
Effect of dilutive securities:				
Stock options	2,101	1,928	2,207	2,698
RSUs and deferred stock units	1,497	691	1,491	876
Shares used for diluted net income per common share	181,053	185,704	181,738	189,089
Basic net income per common share	$ 0.27	$ 0.23	$ 0.76	$ 0.76
Diluted net income per common share	$ 0.27	$ 0.23	$ 0.75	$ 0.74

For the three and nine months ended September 30, 2012 and 2011 certain potential outstanding stock options and service-based RSUs were excluded from the computation of diluted earnings per share because the effect of including these options and RSUs would be anti-dilutive. Additionally, certain performance-based RSUs were excluded from the computation of diluted net income per share because the underlying performance conditions for such RSUs had not been met as of these dates. The potentially outstanding shares excluded from the computation of diluted earnings per share is as follows (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
Options	2,438	4,508	2,735	3,265
Service-based RSUs	1,321	1,481	1,401	787
Performance-based RSUs	1,518	2,836	1,536	2,973
Total shares excluded from computation	5,277	8,825	5,672	7,025

The calculation of assumed proceeds used to determine the diluted weighted average shares outstanding under the treasury stock method in the periods presented was adjusted by tax windfalls and shortfalls associated with all of the Company’s outstanding stock awards. Such windfalls and shortfalls are computed by comparing the tax deductible amount of outstanding stock awards to their grant date fair values and multiplying the results by the applicable statutory tax rate. A positive result creates a windfall, which increases the assumed proceeds, and a negative result creates a shortfall, which reduces the assumed proceeds.

8. Stockholders’ Equity

Stock Repurchase Program

On April 28, 2010, the Company announced that its Board of Directors had authorized a $150.0 million stock repurchase program of the Company’s common stock from time to time, over the twelve months commencing in May 2010, on the open market or in privately negotiated transactions. On April 19, 2011, the Company’s Board of Directors authorized an extension of the stock repurchase program authorizing up to an additional $150.0 million of repurchases over the twelve months commencing in May 2011. The unused balance from the May 2010 repurchase program was not carried forward for future purchases. On August 8, 2011, the Company's Board of Directors authorized an additional $250.0 million of stock repurchases over the twelve-month period that commenced in May 2011. As a result, the total authorized funding for stock repurchases during that twelve-month period increased to $400.0 million. On April 25, 2012, the Company announced that its Board of Directors had authorized an extension of its share repurchase program. Under this extension, the Company may purchase up to $150.0 million of its common stock during the twelve-month period beginning in May 2012. The unused balance from the May and August 2011 extensions was not carried forward for future purchases. The timing and amount of any shares repurchased will be determined by the Company’s management based on its evaluation of market conditions and other factors. Repurchases may also be made under a Rule 10b5-1 plan, which would permit the Company to repurchase shares when the Company might otherwise be precluded from doing so under insider trading laws. Subject to applicable securities laws, the Company may choose to suspend or discontinue the repurchase program at any time.

During the three and nine months ended September 30, 2012, the Company repurchased 1.2 million and 3.6 million shares, respectively, of its common stock for $36.5 million and $111.6 million, respectively. During the three and nine months ended September 30, 2011, the Company repurchased 6.8 million and 9.4 million shares of its common stock, respectively, for $155.1 million and $248.4 million, respectively. As of September 30, 2012, the Company had $68.4 million remaining available for future purchases of shares under the current repurchase program.

Stock-Based Compensation Expense

The following table summarizes the components of total stock-based compensation expense included in the Company's consolidated statements of operations for the three and nine months ended September 30, 2012 and 2011 (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
Stock-based compensation by type of award:				
Stock options	$ 3,579	$ 3,312	$ 11,045	$ 10,518
Deferred stock units	—	—	1,885	1,885
RSUs	20,159	12,628	58,621	31,276
Shares issued under the Employee Stock Purchase Plan	1,458	1,142	4,323	4,192
Amounts capitalized as internal-use software	(2,561)	(1,941)	(6,694)	(5,406)
Total stock-based compensation before income taxes	22,635	15,141	69,180	42,465
Less: Income tax benefit	(9,242)	(5,746)	(27,114)	(15,119)
Total stock-based compensation, net of taxes	$ 13,393	$ 9,395	$ 42,066	$ 27,346
Effect of stock-based compensation on income by line item:				
Cost of revenues	$ 684	$ 634	$ 2,251	$ 1,779
Research and development expense	4,427	2,629	13,258	7,515
Sales and marketing expense	10,896	6,951	32,024	19,112
General and administrative expense	6,628	4,927	21,647	14,059
Provision for income taxes	(9,242)	(5,746)	(27,114)	(15,119)
Total cost related to stock-based compensation, net of taxes	$ 13,393	$ 9,395	$ 42,066	$ 27,346

In addition to the amounts of stock-based compensation reported in the table above, the Company's consolidated statements of operations for the three and nine months ended September 30, 2012 include stock-based compensation reflected as a component of amortization of capitalized internal-use software of $2.0 million and $5.7 million, respectively, before taxes. The Company's consolidated statements of operations for the three and nine months ended September 30, 2011 also include stock-based compensation reflected as a component of amortization of capitalized internal-use software of $1.6 million and $5.6 million, respectively, before taxes.

9. Accumulated Other Comprehensive Income (Loss)

Accumulated other comprehensive income (loss) is reported as a component of stockholders' equity and consisted of the following (in thousands):

	September 30, 2012	December 31, 2011
Foreign currency translation adjustments	$ (710)	$ (1,450)
Net unrealized gain on investments, net of taxes of $(552) at September 30, 2012 and $(14) at December 31, 2011	1,193	191
Total accumulated other comprehensive income (loss)	$ 483	$ (1,259)

10. Goodwill and Other Intangible Assets

The Company has recorded goodwill and other intangible assets as a result of business acquisitions that occurred between 2000 and 2012. The Company also acquired license rights from the Massachusetts Institute of Technology in 1999. In February 2012, the Company recorded goodwill of $15.1 million and acquired other intangible assets of $5.1

million as a result of the acquisition of Blaze. In March 2012, the Company recorded goodwill of $241.4 million and acquired other intangible assets of $43.8 million as a result of the acquisition of Cotendo. In September 2012, the Company recorded goodwill of $12.2 million and acquired other intangible assets of $3.7 million as a result of the acquisition of FastSoft. (See Note 3). In accordance with current accounting standards, goodwill will not be amortized as it does not qualify as an amortizable intangible asset. The Company will test goodwill for impairment at least annually as required by the accounting guidance for goodwill and other intangible assets.

The changes in the carrying amount of goodwill for the three and nine months ended September 30, 2012 were as follows (in thousands):

Balance as of December 31, 2011	$	452,914
Purchase price allocation associated with Blaze acquisition		15,068
Purchase price allocation associated with Cotendo acquisition		241,646
Balance as of March 31, 2012		709,628
Purchase price adjustment associated with Cotendo acquisition		40
Balance as of June 30, 2012		709,668
Purchase price allocation associated with FastSoft acquisition		12,233
Purchase price adjustment associated with Cotendo acquisition		(300)
Balance as of September 30, 2012	$	721,601

Other intangible assets that are subject to amortization consist of the following (in thousands except for years):

	September 30, 2012						
	Gross Carrying Amount		Accumulated Amortization		Net Carrying Amount		Weighted Average Amortization period in years
Completed technology	$	66,931	$	(30,229)	$	36,702	6
Customer relationships		102,100		(66,657)		35,443	9
Non-compete agreements		14,440		(6,999)		7,441	5
Trademarks and trade names		3,700		(911)		2,789	9
Acquired license rights		490		(490)		—	10
Total	$	187,661	$	(105,286)	$	82,375	

	December 31, 2011						
	Gross Carrying Amount		Accumulated Amortization		Net Carrying Amount		Weighted Average Amortization period in years
Completed technology	$	36,731	$	(22,913)	$	13,818	6
Customer relationships		88,700		(60,202)		28,498	9
Non-compete agreements		8,340		(5,270)		3,070	4
Trademarks and trade names		800		(800)		—	4
Acquired license rights		490		(490)		—	10
Total	$	135,061	$	(89,675)	$	45,386	

Aggregate expense related to amortization of other intangible assets for the three months ended September 30, 2012 and 2011 was $5.4 million and $4.2 million, respectively. For the nine months ended September 30, 2012 and 2011, aggregate expense related to the amortization of other intangible assets was $15.6 million and $12.8 million, respectively. Based on the Company's other intangible assets as of September 30, 2012, aggregate expense related to amortization of other intangible assets is expected to be $5.4 million for the remainder of 2012, and $23.6 million, $18.2 million, $14.5 million and $10.1 million for 2013, 2014, 2015 and 2016, respectively.

11. Concentration of Credit Risk

Financial instruments that subject the Company to credit risk consist of cash and cash equivalents, marketable securities and accounts receivable. The Company maintains the majority of its cash, cash equivalents and marketable securities balances with major financial institutions that the Company believes are of high credit standing.

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. To reduce risk, the Company routinely assesses the financial strength of its customers. Based on such assessments, the Company believes that its accounts receivable credit risk exposure is limited. As of September 30, 2012 and December 31, 2011, one customer accounted for 10% of the Company's accounts receivable. The Company believes that, at September 30, 2012, concentration of credit risk related to accounts receivable was not significant.

12. Segment and Geographic Information

Akamai's chief decision-maker, as defined under the authoritative guidance that discusses disclosures about segments of an enterprise and related information, is its Chief Executive Officer and executive management team. As of September 30, 2012, Akamai operated in one industry segment: providing services for accelerating and improving the delivery of content and applications over the Internet. The Company is not organized by market and is managed and operated as one business. A single management team that reports to the Chief Executive Officer comprehensively manages the entire business. The Company does not operate any material separate lines of business or separate business entities with respect to its services. Accordingly, the Company does not accumulate discrete financial information with respect to separate product lines and does not have separately reportable segments as defined in the guidance.

The Company deploys its servers into networks worldwide. As of September 30, 2012, the Company had $235.7 million and $95.5 million of property and equipment, net of accumulated depreciation, located in the United States and in foreign locations, respectively. As of December 31, 2011, the Company had $194.0 million and $99.0 million of property and equipment, net of accumulated depreciation, located in the United States and in foreign locations, respectively.

Akamai sells its services through a direct sales force and through channel partners located both in the United States and abroad. The following table summarizes the percentage of the Company's revenues derived from operations outside of the United States:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
Revenues derived from outside of the United States	29%	29%	28%	29%
Revenues derived from Europe	16%	18%	17%	18%

No single country outside the United States accounted for 10% or more of revenues during these periods. For each of the three- and nine-month periods ended September 30, 2012 and 2011, no customer accounted for 10% or more of total revenues.

13. Income Taxes

The Company's effective income tax rate, including discrete items, was 39.4% and 35.7% for the nine months ended September 30, 2012 and 2011, respectively. The effective income tax rate is based upon estimated income for the year, the estimated composition of the income in different jurisdictions and discrete adjustments, if any, in the applicable quarterly periods including settlements of tax audits or assessments, the resolution or identification of tax position uncertainties and acquisitions of other companies. The discrete items include the tax effect of certain stock options, interest and penalties related to uncertain tax positions, and return to provision adjustments. For each of the nine months ended September 30, 2012 and September 30, 2011, the effective income tax rate was higher than the federal statutory tax rate mainly due to the effect of accounting for stock-based compensation in accordance with the authoritative guidance for share-based payments and state income tax expense.

14. Forward Currency Contracts

The assets and liabilities of the Company's international subsidiaries are translated at the applicable exchange rate as of the balance sheet date, and revenues and expenses are translated at an average rate over the period. Resulting currency translation adjustments are recorded as a component of accumulated other comprehensive income (loss), a separate component of stockholders’ equity. Gains and losses on inter-company and other non-functional currency transactions are recorded in other (expense) income, net. For the three and nine months ended September 30, 2012, the Company recorded net foreign currency losses of $0.3 million and net foreign currency gains of $0.2 million, respectively, in the consolidated statement of operations. For the three and nine months ended September 30, 2011, the Company recorded net foreign currency losses of $0.2 million and $1.3 million, respectively, in the consolidated statement of operations.

Since 2011, the Company has entered into short-term foreign currency forward contracts to offset foreign exchange gains and losses generated by the re-measurement of certain assets and liabilities recorded in non-functional currencies. Changes in the fair value of these derivatives, as well as re-measurement gains and losses, are recognized in current earnings in other (expense) income, net. As of September 30, 2012 and 2011, the fair value of the forward currency contracts and the underlying net loss for the three and nine months ended September 30, 2012 and 2011 were deemed to be immaterial.

The Company's foreign currency forward contracts include credit risk to the extent that the counterparties may be unable to meet the terms of the agreements. The Company seeks to minimize counterparty credit (or repayment) risk by entering into transactions only with major financial institutions of investment grade credit rating.

15. Commitments, Contingencies and Guarantees

Operating Lease Commitments

The Company leases its facilities under non-cancelable operating leases. These operating leases expire at various dates through May 2022 and generally require the payment of real estate taxes, insurance, maintenance and operating costs. The expected minimum aggregate future obligations under non-cancelable leases as of September 30, 2012 were as follows (in thousands):

	Operating Leases
Remaining 2012	$ 7,746
2013	28,659
2014	25,436
2015	22,825
2016	14,813
Thereafter	40,034
Total	$ 139,513

Purchase Commitments

The Company has long-term commitments for bandwidth usage and co-location services with various network and Internet service providers. For the remainder of 2012 and for the years ending December 31, 2013, 2014, 2015 and 2016, the minimum commitments pursuant to these contracts in effect as of September 30, 2012 were approximately $38.6 million, $57.3 million, $4.4 million, $0.3 million and $0.1 million, respectively. In addition, as of September 30, 2012, the Company had entered into purchase orders with various vendors for aggregate purchase commitments of $62.5 million, most of which are expected to be paid over the next twelve months.

Litigation

The Company is party to various litigation matters 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 impact on the Company's business, results of operations, financial condition or cash flows.

Guarantees

The Company has identified guarantees in accordance with the authoritative guidance for guarantor's accounting and disclosure requirements for guarantees, including indirect guarantees of indebtedness of others, which is an interpretation of previous accounting statements and a rescission of previous guidance. This guidance elaborates on the existing disclosure requirements for most guarantees, including loan guarantees such as standby letters of credit. The guidance also clarifies that at the time an entity issues a guarantee, that entity must recognize an initial liability for the fair value, or market value, of the obligation it assumes under the guarantee and must disclose that information in its interim and annual financial statements. The Company evaluates losses for guarantees under the statement for accounting for contingencies, as interpreted by the guidance for guarantor's accounting and disclosure requirements for guarantees, including direct guarantees of indebtedness of others. The Company considers such factors as the degree of probability that the Company would be required to satisfy the liability associated with the guarantee and the ability to make a reasonable estimate of the amount of loss. To date, the Company has not incurred material costs as a result of such obligations and has not accrued any liabilities related to such obligations in its financial statements. The fair value of the Company's outstanding guarantees as of September 30, 2012 was determined to be immaterial.

16. Restructuring

In December 2011, the Company implemented a workforce reduction of approximately 70 employees from all areas of the Company. The Company recorded $4.2 million as a restructuring charge for the amount of one-time benefits provided to affected employees. Included in these costs was a net increase in non-cash, stock-based compensation of $0.4 million reflecting a modification of certain stock-based awards previously granted to the affected employees. Additionally, during 2011, in connection with excess and vacated facilities under long-term non-cancelable leases, the Company recorded $0.7 million as a restructuring charge for the estimated future lease payments, less estimated sublease income, for these vacated facilities.

The following table summarizes the accrual and usage of the restructuring charges (in thousands):

	Leases	Severance	Total
Ending Balance, December 31, 2011	$ 593	$ 3,311	$ 3,904
Restructuring charge	—	60	60
Cash payments	(28)	(2,116)	(2,144)
Ending Balance, March 31, 2012	565	1,255	1,820
Restructuring charge	—	(46)	(46)
Cash payments	(28)	(697)	(725)
Ending Balance, June 30, 2012	537	512	1,049
Cash payments	(28)	—	(28)
Ending Balance, September 30, 2012	$ 509	$ 512	$ 1,021
Current portion of accrued restructuring	$ 116	$ 512	$ 628
Long-term portion of accrued restructuring	$ 393	$ —	$ 393

Item 2. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

This quarterly report on Form 10-Q, particularly Management's Discussion and Analysis of Financial Condition and Results of Operations set forth below, and notes to our unaudited consolidated financial statements included herein contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to risks and uncertainties and are based on the beliefs and assumptions of our management as of the date hereof based on information currently available to our management. Use of words such as "believes," "expects," "anticipates," "intends," "plans," "estimates," "should," "forecasts," "if," "continues," "goal," "likely" or similar expressions indicates a forward-looking statement. Forward-looking statements are not guarantees of future performance and involve risks, uncertainties and assumptions. Actual results may differ materially from the forward-looking statements we make. See "Risk Factors" elsewhere in this quarterly report on Form 10-Q for a discussion of certain risks associated with our business. We disclaim any obligation to update forward-looking statements as a result of new information, future events or otherwise.

We provide services for accelerating and improving the delivery of content and applications over the Internet. We primarily derive income from sales of services to customers executing contracts with terms of one year or longer, which we refer to as recurring revenue contracts or long-term contracts. These contracts generally commit the customer to a minimum monthly level of usage with additional charges that apply to actual usage above the monthly minimum. In recent years, however, we have also entered into an increasing number of customer contracts that have minimum usage commitments that are based on quarterly, twelve-month or longer periods. Having a consistent and predictable base level of revenue is important to our financial success. Accordingly, to be successful, we must maintain our base of recurring revenue contracts by eliminating or reducing lost monthly, quarterly or annual recurring revenue due to customer cancellations or terminations and limiting the impact of price reductions reflected in contract renewals, and build on that base by adding new customers and increasing the number of services, features and functionalities that our existing customers purchase. At the same time, we must ensure that our expenses do not increase faster than, or at the same rate as, our revenues. Accomplishing these goals requires that we compete effectively in the marketplace on the basis of quality, price and the attractiveness of our services and technology.

Overview of Financial Results

The following sets forth, as a percentage of revenues, consolidated statements of operations data, for the periods indicated:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
Revenues	100.0 %	100.0 %	100.0%	100.0 %
Cost of revenues	31.8	33.1	32.1	32.6
Research and development expense	5.6	4.8	5.4	4.4
Sales and marketing expense	22.0	19.3	22.0	19.3
General and administrative expense	15.8	18.0	16.9	16.9
Amortization of other intangible assets	1.6	1.5	1.6	1.5
Restructuring charge	—	0.1	—	—
Total costs and operating expenses	76.8	76.8	78.0	74.7
Income from operations	23.2	23.2	22.0	25.3
Interest income	0.5	1.0	0.5	1.0
Other (expense) income, net	(0.1)	(0.1)	—	(0.2)
Gain on investments, net	—	0.1	—	0.1
Income before provision for income taxes	23.6	24.2	22.5	26.2
Provision for income taxes	9.6	9.2	8.9	9.4
Net income	14.0 %	15.0 %	13.6%	16.8 %

We were profitable in 2011 and for the three and nine months ended September 30, 2012; however, we cannot guarantee continued profitability or profitability for any period in the future at the levels we have recently experienced. We have observed the following trends and events that are likely to have an impact on our financial condition, results of operations or cash flows in the foreseeable future:

Revenues and Customers

- During each of the first three quarters of 2012, we were able to offset lost committed recurring revenues by adding new customers and increasing sales of incremental services to our existing customers. A continuation of this trend could lead to increased revenues. Overall revenues are also impacted favorably by amounts we are paid for items such as traffic usage in excess of committed amounts and one-time events but negatively impacted by price declines.
- Our unit prices offered to some customers have declined as a result of increased competition. These price reductions primarily impacted customers for which we deliver high volumes of traffic over our network, such as digital media customers. If we continue to experience decreases in unit prices and are unable to offset such reductions with increased traffic, enhanced efficiencies in our network, lower co-location and bandwidth expenses, or increased sales of incremental services to existing customers, our revenues and profit margins would decrease.
- During each of the first three quarters of 2012, we experienced an increase in the rate of traffic growth in our video and software download solutions as compared to the fourth quarter of 2011. If this trend does not continue, our ability to generate revenue growth could be adversely impacted.
- Although our revenues in the second and third quarters of 2012 were higher than our revenues in the fourth quarter of 2011, we have historically experienced seasonal variations of higher revenues in the fourth quarter of the year and lower revenues during the summer months. We primarily attribute such variations to patterns of usage of e-commerce services by our retail customers. If this trend continues, our ability to generate quarterly revenue growth on a sequential basis could be impacted.
- For the nine months ended September 30, 2012, revenues derived from customers outside the United States accounted for 28% of our total revenues. For the remainder of 2012, we anticipate revenues from such customers as a percentage of our total revenues to be consistent with the first nine months of 2012.

Costs and Expenses

- During the first three quarters of 2012, we continued to reduce our network bandwidth costs per unit and to invest in internal-use software development to improve the performance and efficiency of our network. Our total bandwidth costs increased during the first three quarters of 2012 as compared to the first three quarters of 2011 due to traffic growth on our network. We believe that our overall bandwidth costs will continue to increase as a result of expected higher traffic levels, partially offset by anticipated continued reductions in bandwidth costs per unit. If we do not experience lower per unit bandwidth pricing or we are unsuccessful at effectively routing traffic over our network through lower cost providers, total network bandwidth costs could increase more than expected for the remainder of 2012.
- Co-location costs are a significant percentage of total cost of revenues. By improving our internal-use software and managing our hardware deployments to enable us to use servers more efficiently, we believe we can manage the growth of co-location costs by deploying fewer servers. If we are unable to achieve such cost reductions, our profitability will be negatively impacted.
- Depreciation and amortization expense related to our network equipment and internal-use software development costs increased by $20.1 million during the first three quarters of 2012 as compared to the first three quarters of 2011. Due to expected future purchases of network equipment during 2012, we believe that depreciation expense related to our network equipment will continue to increase during the remainder of 2012. We also expect to continue to enhance and add functionality to our service offerings, which would increase our internal-use software development costs attributable to employees working on such projects. As a result, we believe that the amortization of internal-use software development costs, which we include in cost of revenues, will be higher in 2012 as compared to 2011. All of these increased costs could negatively affect our profitability.
- We expect to continue to grant restricted stock units, or RSUs, to employees in the future; therefore, we anticipate that stock-based compensation expense will increase compared to 2011 levels. As of September 30,

2012, our total unrecognized compensation costs for stock-based awards were $141.0 million, which we expect to recognize as expense over a weighted average period of 1.3 years. We expect to recognize this expense through 2016.

- During the nine months ended September 30, 2012, our effective income tax rate was 39.4%. We expect our annual effective income tax rate in 2012 to remain relatively consistent in the remaining quarter of 2012; this expectation does not take into consideration the effect of discrete items recorded as a result of our compliance with the accounting guidance for stock-based compensation, any tax planning strategies or the effect of changes in tax laws and regulations.

Based on our analysis of, among other things, the aforementioned trends and events, as of the date of this quarterly report on Form 10-Q, we expect to continue to generate net income on a quarterly and annual basis during 2012; however, our future results are likely to be affected by the factors discussed in the paragraphs above as well as those identified in the section captioned “Risk Factors” and elsewhere in this quarterly report on Form 10-Q, including our ability to:

- innovate and respond to emerging technological trends and customers' changing needs;
- manage expected growth and other changes to our business;
- prevent disruptions to our services and network due to accidents or intentional attacks; and
- maintain our network bandwidth and co-location costs and other operating expenses consistent with our revenues.

As a result, there is no assurance that we will achieve our expected financial objectives, including generating positive net income, in any future period.

Our management’s discussion and analysis of our financial condition and results of operations is based upon our unaudited consolidated financial statements included elsewhere in this quarterly report on Form 10-Q, which we have prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP, for interim periods and with Regulation S-X promulgated under the Securities Exchange Act of 1934, as amended, or the Exchange Act. The preparation of these unaudited consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related items, including, but not limited to, revenue recognition, accounts receivable and related reserves, valuation and impairment of investments and marketable securities, goodwill and other intangible assets, capitalized internal-use software costs, impairment and useful lives of long-lived assets, tax reserves, loss contingencies and stock-based compensation costs. We base our estimates and judgments on historical experience and on various other assumptions that we believe to be reasonable under the circumstances at the time they are made. Actual results may differ from our estimates. See the section entitled “Application of Critical Accounting Policies and Estimates” in our annual report on Form 10-K for the year ended December 31, 2011 for further discussion of our critical accounting policies and estimates.

Recent Accounting Pronouncements

In May 2011, the Financial Accounting Standards Board, or FASB, issued amended guidance and disclosure requirements for fair value measurements. This guidance provides a consistent definition of fair value and ensures that the fair value measurement and disclosure requirements are similar between U.S. GAAP and international financial reporting standards. The guidance changes certain fair value measurement principles and enhances the disclosure requirements, particularly for Level 3 fair value measurements. We adopted this guidance during the first quarter of 2012. The adoption of the guidance did not have a material impact on our consolidated financial statements.

In June 2011, the FASB issued amended disclosure requirements for the presentation of comprehensive income. The amended guidance eliminates the option to present components of other comprehensive income, or OCI, as part of the statement of changes in equity. Under the amended guidance, all changes in OCI are to be presented either in a single continuous statement of comprehensive income or in two separate but consecutive financial statements. We adopted this guidance during the first quarter of 2012. There was no impact on our consolidated financial results as the amendments relate only to changes in financial statement presentation.

In September 2011, the FASB issued amended guidance that simplifies how entities test goodwill for impairment. Under the amended guidance, after assessment of certain qualitative factors, if an entity determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the entity must perform the quantitative analysis of the goodwill impairment test. Otherwise, the quantitative tests are optional. We adopted this guidance during the first quarter of 2012. The adoption of the guidance did not have a material impact on our financial condition or results of operations.

In July 2012, the FASB issued amended guidance on the periodic testing of indefinite-lived intangible assets for impairment. This guidance will allow entities to assess qualitative factors to determine if it is more likely than not that the indefinite-lived intangible asset might be impaired and whether it is necessary to perform the quantitative impairment test required under current accounting standards. The updated accounting guidance is effective for interim and annual periods beginning after September 15, 2012 with early adoption permitted. We will adopt the updated guidance in the fourth quarter of fiscal year 2012. The adoption of the guidance is not expected to have a material impact on our consolidated financial statements.

Results of Operations

Revenues. Total revenues increased 23%, or $63.5 million, to $345.3 million for the three months ended September 30, 2012 as compared to $281.9 million for the three months ended September 30, 2011. Total revenues increased 19%, or $161.3 million, to $996.1 million for the nine months ended September 30, 2012 as compared to $834.8 million for the nine months ended September 30, 2011. The following table quantifies the contribution to growth in revenues during the periods presented from the different industry verticals in which we sell our services (in millions):

	For the Three Months Ended September 30, 2012 as compared to 2011	For the Nine Months Ended September 30, 2012 as compared to 2011
Media & Entertainment	$ 31.0	$ 70.0
Commerce	12.6	37.5
Enterprise	8.4	21.5
High Tech	8.4	24.3
Public Sector	3.1	8.0
Total net increase	$ 63.5	$ 161.3

A significant portion of the increase in revenues attributable to our media and entertainment vertical was driven by traffic growth stemming from increased online media consumption. Revenues from our commerce and enterprise verticals increased due to growth in application and cloud performance solutions sold to customers in these verticals. Revenues from our high tech vertical grew due to increased demand for cloud performance solutions and higher software download volumes. Our revenues from the public sector vertical for the three and nine months ended September 30, 2012 as compared to the same periods in 2011 grew due to the timing of completion of certain elements of government agency contracts.

For the three and nine months ended September 30, 2012, approximately 29% and 28%, respectively, of our revenues were derived from our operations located outside of the United States, including 16% and 17%, respectively, derived from Europe. For each of the three- and nine-month periods ended September 30, 2011, approximately 29% and 29%, respectively, of our revenues were derived from operations outside of the United States, including 18% derived from Europe in each of these periods. No single country outside of the United States accounted for 10% or more of revenues during any of these periods. For each of the three- and nine-month periods ended September 30, 2012, resellers accounted for 22% and 21%, respectively, of revenues as compared to 19% of revenues for each of the three- and nine-month periods ended September 30, 2011. For each of the three- and nine-month periods ended September 30, 2012 and 2011, no single customer accounted for 10% or more of revenues.

Cost of Revenues. Cost of revenues was comprised of the following (in millions) for the periods presented:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
Bandwidth and service-related fees	$ 28.4	$ 21.8	$ 84.4	$ 63.5
Co-location fees	32.9	33.7	99.7	96.3
Payroll and related costs of network operations personnel	5.1	3.9	14.5	11.3
Stock-based compensation, including amortization of prior capitalized amounts	2.6	2.2	7.8	7.3
Depreciation and impairment of network equipment	30.8	24.8	86.3	71.2
Amortization of internal-use software	10.2	6.9	27.3	22.4
Total cost of revenues	$ 110.0	$ 93.3	$ 320.0	$ 272.0

Cost of revenues increased 18%, or $16.7 million, to $110.0 million for the three months ended September 30, 2012 as compared to $93.3 million for the three months ended September 30, 2011. For the nine months ended September 30, 2012, cost of revenues increased 18%, or $48.0 million, to $320.0 million as compared to $272.0 million for the nine months ended September 30, 2011.

For each period, this increase was primarily due to:

- an increase in amounts paid to network providers for bandwidth due to higher traffic levels, partially offset by reduced bandwidth costs per unit; and
- an increase in depreciation expense of network equipment as we continued to invest in our infrastructure.

We have long-term purchase commitments for bandwidth usage and co-location services with various network and Internet service providers. For the remainder of 2012 and for the years ending December 31, 2013, 2014, 2015 and 2016, our minimum commitments related to bandwidth usage and co-location services as of September 30, 2012 were approximately $38.6 million, $57.3 million, $4.4 million, $0.3 million and $0.1 million, respectively.

We believe that cost of revenues will increase during the fourth quarter of 2012 as compared to each of the first three quarters of 2012. We expect to deploy more servers and deliver more traffic on our network, which would result in higher expenses associated with the increased traffic; however, such costs are likely to be partially offset by lower bandwidth costs per unit. Additionally, for the fourth quarter of 2012, we anticipate increases in depreciation expense related to our network equipment and amortization of internal-use software development costs, along with increased payroll and related costs, as we continue to make investments in our network with the expectation that our customer base will continue to expand.

Research and Development. Research and development expenses consist primarily of payroll and related costs and stock-based compensation expense for research and development personnel who design, develop, test and enhance our services and our network. Research and development expenses increased 43%, or $5.8 million, to $19.4 million for the three months ended September 30, 2012 as compared to $13.5 million for the three months ended September 30, 2011. For the nine months ended September 30, 2012, research and development expenses increased 46%, or $17.2 million, to $54.4 million as compared to $37.1 million for the nine months ended September 30, 2011. The increases during the three and nine months ended September 30, 2012 as compared to the same periods in 2011 were due to increases in payroll and related costs and stock-based compensation, partially offset by increases in capitalized salaries and related costs.

Research and development costs are expensed as incurred, other than certain internal-use software development costs eligible for capitalization. During the three and nine months ended September 30, 2012, we capitalized software development costs of $12.5 million and $37.4 million, respectively. During the three and nine months ended September 30, 2011, we capitalized software development costs of $8.8 million and $28.1 million, respectively. These development costs consisted of external consulting expenses and payroll and payroll-related costs for personnel involved in the development of internal-use software used to deliver our services and operate our network. Additionally, during the three and nine months ended September 30, 2012, we capitalized $2.5 million and $6.4 million, respectively, of stock-based compensation as compared to $1.8 million and $5.2 million, respectively, for the three and nine months ended September 30, 2011. These capitalized internal-use software costs are amortized to cost of revenues over their estimated useful lives of two years.

The following table quantifies the changes in the various components of our research and development expenses for the periods presented (in millions):

	For the Three Months Ended September 30, 2012 as compared to 2011	For the Nine Months Ended September 30, 2012 as compared to 2011
Payroll and related costs	$ 6.9	$ 18.9
Stock-based compensation	1.8	5.7
Capitalized salaries and related costs	(3.0)	(8.5)
Other expenses	0.1	1.1
Total net increase	$ 5.8	$ 17.2

We believe that research and development expenses, in absolute dollar terms, will increase during the fourth quarter of 2012 as compared to each of the first three quarters of 2012 because we expect to continue to hire additional development personnel in order to make improvements to our core technology, develop new services and make refinements to our existing service offerings.

Sales and Marketing. Sales and marketing expenses consist primarily of payroll and related costs, stock-based compensation expense and commissions for personnel engaged in marketing, sales and support functions, as well as advertising and promotional expenses.

Sales and marketing expenses increased 39%, or $21.4 million, to $75.9 million for the three months ended September 30, 2012 as compared to $54.5 million for the three months ended September 30, 2011. For the nine months ended September 30, 2012, sales and marketing expenses increased 36%, or $58.4 million, to $219.1 million as compared to $160.7 million for the nine months ended September 30, 2011. The increase in sales and marketing expenses during the three and nine months ended September 30, 2012 as compared to the same periods in 2011 was primarily due to higher payroll and related costs, increases in stock-based compensation and marketing and related costs.

The following table quantifies the changes in the various components of our sales and marketing expenses for the periods presented (in millions):

	For the Three Months Ended September 30, 2012 as compared to 2011	For the Nine Months Ended September 30, 2012 as compared to 2011
Payroll and related costs	$ 15.6	$ 34.8
Stock-based compensation	3.9	12.9
Marketing and related costs	1.9	8.1
Other expenses	—	2.6
Total net increase	$ 21.4	$ 58.4

We believe that sales and marketing expenses will increase, in absolute dollar terms, during the fourth quarter of 2012 as compared to the first three quarters of 2012 due to an expected increase in commissions on higher forecasted sales of our services and an increase in payroll and related costs due to continued headcount growth in our sales and marketing organization.

General and Administrative. General and administrative expenses consist primarily of the following components:

- payroll, stock-based compensation expense and other related costs, including expenses for executive, finance, legal, business applications, network management, human resources and other administrative personnel;
- depreciation and amortization of property and equipment we use internally;
- fees for professional services;

- rent and other facility-related expenditures for leased properties;
- provision for doubtful accounts;
- insurance costs; and
- non-income related taxes.

General and administrative expenses increased 7%, or $3.7 million, to $54.5 million for the three months ended September 30, 2012 as compared to $50.8 million for the three months ended September 30, 2011. For the nine months ended September 30, 2012, general and administrative expenses increased 20%, or $27.5 million, to $168.2 million as compared to $140.7 million for the nine months ended September 30, 2011. The increase in general and administrative expenses for the three and nine months ended September 30, 2012 as compared to the same periods in 2011 was primarily due to costs associated with the acquisitions of Cotendo, Inc., or Cotendo, Blaze Software, Inc., or Blaze, and FastSoft, Inc., or FastSoft, as well as higher payroll and related costs due to headcount growth and increased stock-based compensation. These increases were partially offset by reductions in legal fees.

The following table quantifies the changes in various components of our general and administrative expenses for the periods presented (in millions):

	For the Three Months Ended September 30, 2012 as compared to 2011	For the Nine Months Ended September 30, 2012 as compared to 2011
Payroll and related costs	$ 3.5	$ 12.1
Stock-based compensation	1.7	7.6
Depreciation and amortization	0.7	2.0
Legal fees	(1.6)	(4.4)
Non-income taxes	0.1	1.0
Acquisition related costs	0.3	5.5
Other expenses	(1.0)	3.7
Total net increase	$ 3.7	$ 27.5

During the fourth quarter of 2012, we expect general and administrative expenses to increase in absolute dollars as compared to the first three quarters of 2012 due to anticipated higher payroll and related costs attributable to increased hiring.

Amortization of Other Intangible Assets. Amortization of other intangible assets consists of amortization of intangible assets acquired in business combinations and amortization of acquired license rights. Amortization of other intangible assets increased 29%, or $1.2 million, to $5.4 million for the three months ended September 30, 2012 as compared to $4.2 million for the three months ended September 30, 2011. For the nine months ended September 30, 2012, amortization of other intangible assets increased 22%, or $2.9 million, to $15.6 million as compared to $12.8 million for the nine months ended September 30, 2011. The increase in amortization of other intangible assets for the three and nine months ended September 30, 2012 as compared to the same periods in 2011 was primarily due to the amortization of assets related to the acquisitions of Blaze and Cotendo. Based on our intangible assets at September 30, 2012, we expect amortization of other intangible assets to be approximately $5.4 million for the remainder of 2012, and $23.6 million, $18.2 million, $14.5 million and $10.1 million for 2013, 2014, 2015 and 2016, respectively.

Interest Income. Interest income includes interest earned on invested cash balances and marketable securities. Interest income decreased 42%, or $1.1 million, to $1.6 million for the three months ended September 30, 2012 as compared to $2.7 million for the three months ended September 30, 2011. For the nine months ended September 30, 2012, interest income decreased 44%, or $3.9 million, to $4.8 million as compared to $8.7 million for the nine months ended September 30, 2011. The decreases were due to lower yields earned on our investments as well as a decline in cash and investment balances during the comparable periods.

Other (Expense) Income, net. Other (expense) income, net primarily represents net foreign exchange gains and losses incurred, gains from legal settlements, and other non-operating (expense) income items. For each of the three months ended September 30, 2012 and 2011, other expense, net was $0.2 million. For the nine months ended September 30, 2012, other (expense) income, net was $0.4 million of other income, net as compared to $1.3 million of other expense, net for the nine months ended September 30, 2011. The increase in other income, net for the nine months ended September 30, 2012 as compared to the same period in 2011 was primarily due to foreign exchange rate fluctuations on inter-company and other non functional currency transactions. Other (expense) income, net may fluctuate in the future based upon changes in foreign exchange rates, the outcome of legal proceedings or other events.

Provision for Income Taxes. For the nine months ended September 30, 2012 and 2011, our effective income tax rate, including discrete items, was 39.4% and 35.7%, respectively. For each of the nine months ended September 30, 2012 and 2011, the effective income tax rate was higher than the federal statutory tax rate mainly due to the effect of accounting for stock-based compensation in accordance with the authoritative guidance for share-based payments and state income tax expense. The effective income tax rate is based upon the estimated income for the year, the estimated composition of the income in different jurisdictions and discrete adjustments, if any, in the applicable quarterly periods, including settlements of tax audits or assessments, the resolution or identification of tax position uncertainties, and acquisitions of other companies. Provision for income taxes increased 29%, or $7.4 million, to $33.3 million for the three months ended September 30, 2012 as compared to $25.9 million for the three months ended September 30, 2011. Provision for income taxes increased 13%, or $10.1 million, to $88.4 million for the nine months ended September 30, 2012 as compared to $78.2 million for the nine months ended September 30, 2011. The increase in the three and nine months ended September 30, 2012 as compared to the same periods in 2011 was mainly due to the increase in estimated non-deductible equity compensation for 2012, a change in the composition of projected income in different jurisdictions, and the expiration of the federal research and development tax credit in 2011.

While we expect our effective income tax rate to remain consistent during the remaining quarter of 2012, this expectation does not take into consideration the effect of discrete items that may be recorded in the future. The effective tax rate could be materially different depending on the nature and timing of dispositions of incentive stock options and other employee equity awards. Further, our effective tax rate may fluctuate within a fiscal year and from quarter to quarter due to items arising from discrete events, including settlements of tax audits and assessments, the resolution or identification of tax position uncertainties and acquisitions of other companies.

In determining our net deferred tax assets and valuation allowances, annualized effective tax rates, and cash paid for income taxes, management is required to make judgments and estimates about domestic and foreign profitability, the timing and extent of the utilization of net operating loss carryforwards, applicable tax rates, transfer pricing methodologies and tax planning strategies. Judgments and estimates related to our projections and assumptions are inherently uncertain; therefore, actual results could differ materially from our projections.

We have recorded certain tax reserves to address potential exposures involving our income tax and sales and use tax positions. These potential tax liabilities result from the varying application of statutes, rules, regulations and interpretations by different taxing jurisdictions. Our estimate of the value of these tax reserves reflects assumptions based on past experiences and judgments about the interpretation of statutes, rules and regulations by taxing jurisdictions. It is possible that the ultimate tax liability or benefit from these matters may be materially greater or less than the amount that we have estimated.

Non-GAAP Measures

In addition to the financial measurements reflected in our financial statements that have been prepared in accordance with GAAP, we also compile and monitor certain non-GAAP financial measures related to the performance of our business. We typically discuss the non-GAAP financial measures described below on our quarterly public earnings release calls. A “non-GAAP financial measure” is a numerical measure of a company’s historical or future financial performance that excludes amounts that are included in the most directly comparable measure calculated and presented in the GAAP statement of operations.

We believe that making available the non-GAAP financial measures described below helps investors to gain a meaningful understanding of our past performance and future prospects, especially when comparing such results to previous periods, forecasts or competitors’ financial statements. Our management uses these non-GAAP measures, in addition to GAAP financial measures, as the basis for measuring our core operating performance and comparing such performance to that of prior periods and to the performance of our competitors. These measures are also used by management in its financial and operational decision-making. These non-GAAP financial measures should be used in addition to, and in conjunction with, results presented in accordance with GAAP.

We consider normalized net income and normalized net income per diluted share to be important indicators of our overall performance as they eliminate the effects of events that are either not part of our core operations or are non-cash. We define normalized net income as net income determined in accordance with GAAP excluding the following pre-tax items: amortization of other acquired intangible assets, stock-based compensation expense, stock-based compensation reflected as a component of amortization of capitalized internal-use software, restructuring charges and benefits, acquisition-related costs and benefits, certain gains and losses on investments and loss on early extinguishment of debt.

The following table reconciles GAAP net income to normalized net income and normalized net income per diluted share for the periods presented:

	Unaudited			
	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in thousands, except per share data)			
Net income	$ 48,231	$ 42,285	$ 135,697	$ 140,823
Amortization of other intangible assets	5,381	4,185	15,611	12,754
Stock-based compensation	22,635	15,141	69,180	42,465
Amortization of capitalized stock-based compensation	2,025	1,592	5,719	5,595
Acquisition-related costs (benefits)	279	—	5,107	(440)
Restructuring (benefit) charge	—	158	14	158
Total normalized net income	$ 78,551	$ 63,361	$ 231,328	$ 201,355
Normalized net income per diluted share	$ 0.43	$ 0.34	$ 1.27	$ 1.06
Shares used in per share calculations	181,053	185,704	181,738	189,089

We consider Adjusted EBITDA to be another important indicator of the operational strength and performance of our business and a good measure of our historical operating trend. Adjusted EBITDA eliminates items that are either not part of our core operations or do not require a cash outlay. We define Adjusted EBITDA as net income determined in accordance with GAAP excluding interest, income taxes, depreciation and amortization of tangible and intangible assets, stock-based compensation expense, stock-based compensation reflected as a component of amortization of capitalized internal-use software, restructuring charges and benefits, acquisition-related costs and benefits, certain gains and losses on investments, foreign exchange gains and losses, loss on early extinguishment of debt and gains or losses on legal settlements.

The following table reconciles GAAP net income to Adjusted EBITDA for the periods presented:

	Unaudited			
	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2012	2011	2012	2011
	(in thousands)			
Net income	$ 48,231	$ 42,285	$ 135,697	$ 140,823
Amortization of other intangible assets	5,381	4,185	15,611	12,754
Stock-based compensation	22,635	15,141	69,180	42,465
Amortization of capitalized stock-based compensation	2,025	1,592	5,719	5,595
Acquisition-related costs (benefits)	279	—	5,107	(440)
Restructuring (benefit) charge	—	158	14	158
Interest income, net	(1,593)	(3,002)	(4,865)	(9,058)
Provision for income taxes	33,280	25,862	88,366	78,218
Depreciation and amortization	46,051	35,984	127,873	105,879
Other expense (income), net	241	188	(449)	1,330
Adjusted EBITDA	$ 156,530	$ 122,393	$ 442,253	$ 377,724

Liquidity and Capital Resources

To date, we have financed our operations primarily through public and private sales of debt and equity securities, proceeds from exercises of stock awards and cash generated by operations.

As of September 30, 2012, our cash, cash equivalents and marketable securities, which consisted of corporate debt securities, U.S. Treasury and government agency securities and commercial paper totaled $1.1 billion. We place our cash investments in instruments that meet high quality credit standards, as specified in our investment policy. Our investment policy also limits the amount of our credit exposure to any one issue or issuer and seeks to manage these assets to achieve our goals of preserving principal, maintaining adequate liquidity at all times, and maximizing returns subject to our investment policy.

Net cash provided by operating activities was $383.6 million for the nine months ended September 30, 2012, compared to $316.6 million for the nine months ended September 30, 2011. The increase in cash provided by operating activities for the nine months ended September 30, 2012 as compared to the same period in 2011 was primarily due to an increase in cash provided by working capital, partially offset by a decrease in net income and an increase in excess tax benefits of stock-based compensation. We expect that cash provided by operating activities will increase in the fourth quarter of 2012 due to an expected increase in cash collections related to anticipated higher revenues, partially offset by an anticipated increase in operating expenses that require cash outlays such as salaries and commissions.

Net cash used in investing activities was $669.3 million for the nine months ended September 30, 2012, compared to $36.2 million of net cash provided by investing activities for the nine months ended September 30, 2011. Cash used in investing activities for the nine months ended September 30, 2012 reflects cash paid for the acquisitions of Blaze, Cotendo and FastSoft of $306.0 million, net of cash received, and purchases of property and equipment of $159.2 million, including $39.9 million related to the capitalization of internal-use software development costs. Cash used in investing activities for the nine months ended September 30, 2012 also reflects net purchases of short- and long-term marketable securities of $204.2 million. Cash provided by investing activities for the nine months ended September 30, 2011 reflects net sales and maturities of short- and long-term marketable securities of $172.7 million, partially offset by purchases of property and equipment of $136.3 million, including $30.5 million related to the capitalization of internal-use software development costs. For 2012, we expect total capital expenditures, a component of cash used in investing activities, to be approximately 16% of total revenues for the year, which reflects our plan to continue expansion of our network capacity to meet expected future traffic growth. We expect to fund such capital expenditures through cash generated from operations.

Net cash used in financing activities was $92.0 million for the nine months ended September 30, 2012, as compared to $228.7 million for the nine months ended September 30, 2011. Cash used in financing activities during the nine months ended September 30, 2012 consisted of $111.6 million related to our common stock repurchase program as described more fully below, as well as $26.6 million used for taxes paid related to net share settlements of equity awards. This was partially offset by cash provided by financing activities for the nine months ended September 30, 2012 of $17.6 million related to excess tax benefits resulting from the exercise of stock options and vesting of RSUs and proceeds of $28.6 million from exercises of stock options under our stock option plans and employee stock purchase plan. Cash used in financing activities during the nine months ended September 30, 2011 consisted of $247.7 million related to our common stock repurchase program, as well as $5.7 million used for taxes paid related to net share settlements of equity awards. This was partially offset by cash provided by financing activities during the nine months ended September 30, 2011 of $11.5 million related to excess tax benefits resulting from the exercise of stock options and vesting of RSUs and proceeds of $13.3 million from exercises of stock options under our stock option plans and employee stock purchase plan.

Changes in cash, cash equivalents and marketable securities are dependent upon changes in, among other things, working capital items such as deferred revenues, accounts payable, accounts receivable and various accrued expenses, as well as changes in our capital and financial structure due to common stock repurchases, debt repurchases and issuances, stock option exercises, purchases and sales of equity investments and similar events.

The following table presents the net inflows and outflows of cash, cash equivalents and marketable securities for the periods presented (in millions):

	For the Nine Months Ended September 30,	
	2012	2011
Cash, cash equivalents and marketable securities balance as of December 31, 2011 and 2010, respectively	$ 1,230.0	$ 1,243.4
Changes in cash, cash equivalents and marketable securities:		
Receipts from customers	1,014.8	855.9
Payments to vendors	(550.7)	(459.8)
Payments for employee payroll	(251.5)	(223.7)
Stock option exercises and employee stock purchase plan issuances	28.6	13.3
Cash used in business acquisitions, net of cash acquired	(306.0)	(0.6)
Employee taxes paid related to net share settlement of equity awards	(26.6)	(5.7)
Common stock repurchases	(111.6)	(247.7)
Realized and unrealized gains (losses) on marketable investments and other investment-related assets, net	1.6	(3.5)
Interest income	4.8	8.7
Other	24.9	10.7
Net (decrease) increase	(171.7)	(52.4)
Cash, cash equivalents and marketable securities balance as of September 30, 2012 and 2011, respectively	$ 1,058.3	$ 1,191.0

In April 2010, our Board of Directors authorized a $150.0 million stock repurchase program. In April 2011, our Board of Directors authorized a one-year $150.0 million extension to our stock repurchase program commencing in May 2011. In August 2011, our Board of Directors authorized an additional $250.0 million of stock repurchases over the twelve-month period that commenced in May 2011. As a result, the total authorized funding for stock repurchases during this twelve-month period was $400.0 million. In April 2012, our Board of Directors authorized an additional one-year $150.0 million extension of the existing stock repurchase program. Unused amounts from the program covering the twelve-month period that began in May 2011 were not carried over to the extension. During the nine months ended September 30, 2012, we repurchased 3.6 million shares of common stock at an average price of $31.31 per share for an aggregate of $111.6 million. During the nine months ended September 30, 2011, we repurchased 9.4 million shares of common stock at an average price of $26.47 per share for an aggregate of $248.4 million. The timing and amount of any future share repurchases will be determined by our management based on its evaluation of market conditions and other factors. Repurchases may also be made under a Rule 10b5-1 plan, which would permit us to repurchase shares when we might otherwise be precluded from doing so under insider trading laws. Subject to applicable securities laws requirements, we may choose to suspend or discontinue the repurchase program at any time. Any purchases made under the program will be reflected as an increase in cash used in financing activities. See Item 2 of Part II of this quarterly report on Form 10-Q for more detailed information about our repurchases.

We believe, based on our present business plan, that our current cash, cash equivalents and marketable securities and forecasted cash flows from operations will be sufficient to meet our cash needs for working capital and capital expenditures for at least the next 24 months. If the assumptions underlying our business plan regarding future revenue and expenses change, if we are unable to liquidate our marketable securities, or if unexpected opportunities or needs arise, we may seek to raise additional cash by selling equity or debt securities. We may not, however, be able to sell equity or debt securities on terms we consider reasonable, or at all. If additional funds are raised through the issuance of equity or debt securities, these securities could have rights, preferences and privileges senior to those accruing to holders of common stock, and the terms of any such debt could impose restrictions on our operations. The sale of additional equity or convertible debt securities could result in additional dilution to our existing stockholders. See "Risk Factors" in Item 1A of Part II of this quarterly report on Form 10-Q for a discussion of additional factors that could affect our liquidity.

Contractual Obligations, Contingent Liabilities and Commercial Commitments

The following table presents our contractual obligations and commercial commitments, as of September 30, 2012, for the next five years and thereafter (in millions):

	Payments Due by Period				
	Total	Less than 12 Months	12-36 Months	36-60 Months	More than 60 Months
Bandwidth and co-location agreements	$ 100.9	$ 89.2	$ 11.5	$ 0.1	$ 0.1
Real estate operating leases	139.5	29.9	49.9	30.1	29.6
Open vendor purchase orders	62.5	60.0	2.5	—	—
Total	$ 302.9	$ 179.1	$ 63.9	$ 30.2	$ 29.7

In accordance with authoritative guidance issued by the FASB, as of September 30, 2012, we had unrecognized tax benefits of $26.0 million, which included approximately $5.6 million of accrued interest and penalties. We do not expect to recognize any material tax benefits in 2012, but we are not otherwise able to provide a reasonably reliable estimate of the timing of future payments relating to these unrecognized tax benefits and related obligations.

Letters of Credit

As of September 30, 2012, we had $6.0 million in outstanding irrevocable letters of credit in favor of third-party beneficiaries, primarily related to facility leases. These irrevocable letters of credit are unsecured and are expected to remain in effect until December 2019.

Off-Balance Sheet Arrangements

We have entered into indemnification agreements with third parties, including vendors, customers, landlords, our officers and directors, shareholders of acquired companies, joint venture partners and third parties to which we license technology. Generally, these indemnification agreements require us to reimburse losses suffered by a third party due to various events, such as lawsuits arising from patent or copyright infringement or our negligence. These indemnification obligations are considered off-balance sheet arrangements in accordance with the authoritative guidance for guarantor's accounting and disclosure requirements for guarantees, including indirect guarantees of indebtedness of others. See also Note 11 to our consolidated financial statements included in our annual report on Form 10-K for the year ended December 31, 2011 for further discussion of these indemnification agreements. The fair value of guarantees issued or modified during the three and nine months ended September 30, 2012 was determined to be immaterial.

As of September 30, 2012, we did not have any additional material off-balance sheet arrangements.

Litigation

We are party to litigation that we consider to be routine and incidental to our business. Management does not expect the results of any of these actions to have a material impact on our business, results of operations, financial condition, or cash flows.

Item 3. *Quantitative and Qualitative Disclosures About Market Risk*

Interest Rate Risk

Our portfolio of cash equivalents and short- and long-term investments is maintained in a variety of securities, including government agency obligations, high quality corporate bonds and money market funds. Investments are classified as available-for-sale securities and carried at their fair market value with cumulative unrealized gains or losses recorded as a component of accumulated other comprehensive income (loss) within stockholders' equity. A sharp rise in interest rates could have an adverse impact on the fair market value of certain securities in our portfolio. We do not currently hedge our interest rate exposure and do not enter into financial instruments for trading or speculative purposes.

Foreign Currency Risk

Growth in our international operations will incrementally increase our exposure to foreign currency fluctuations as well as other risks typical of international operations that could impact our business, including, but not limited to, differing economic conditions, changes in political climate, differing tax structures and other regulations and restrictions. Foreign exchange rate fluctuations may adversely impact our consolidated results of operations as exchange rate fluctuations on transactions denominated in currencies other than our functional currencies result in gains and losses that are reflected in our consolidated statements of operations. To the extent the U.S. dollar weakens against foreign currencies, the translation of these foreign currency-denominated transactions will result in increased net revenues and operating expenses. Conversely, our net revenues and operating expenses will decrease when the U.S. dollar strengthens against foreign currencies. We do not enter into financial instruments for trading or speculative purposes.

Transaction Exposure

The Company enters into short-term foreign currency forward contracts to offset foreign exchange gains and losses generated by the re-measurement of certain assets and liabilities recorded in non-functional currencies. Changes in the fair value of these derivatives, as well as re-measurement gains and losses, are recognized in other income (expense), net. Foreign currency transaction gains and losses from these forward contracts were determined to be immaterial during the three and nine months ended September 30, 2012 and September 30, 2011.

Translation Exposure

Foreign exchange rate fluctuations may adversely impact our consolidated financial condition as the assets and liabilities of our foreign operations are translated into U.S. dollars in preparing our consolidated balance sheet. These gains or losses are recognized as an adjustment to stockholders' equity which is reflected in our balance sheet under accumulated other comprehensive loss.

Credit Risk

Concentrations of credit risk with respect to accounts receivable are limited to certain customers to which we make substantial sales. Our customer base consists of a large number of geographically dispersed customers diversified across numerous industries. To reduce risk, we routinely assess the financial strength of our customers. Based on such assessments, we believe that our accounts receivable credit risk exposure is limited. As of September 30, 2012 and December 31, 2011, one customer had an account receivable balance of 10% of our accounts receivable. We believe that, at September 30, 2012, concentration of credit risk related to accounts receivable was not significant.

Item 4. *Controls and Procedures*

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively), evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2012. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of September 30, 2012, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal quarter ended September 30, 2012 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. ***Legal Proceedings***

See Item 3 of Part I of our annual report on Form 10-K for the year ended December 31, 2011 for a discussion of legal proceedings. There were no material developments in such legal proceedings during the quarter ended September 30, 2012.

Item 1A. ***Risk Factors***

The following are important factors, among others, that could cause our actual operating results to differ materially from those indicated or suggested by forward-looking statements made in this quarterly report on Form 10-Q or presented elsewhere by management from time to time. We have not made any material changes in the risk factors previously disclosed in our annual report on Form 10-K for the year ended December 31, 2011.

We face intense competition, the consequences of which could adversely affect our business.

We compete in markets that are intensely competitive and rapidly changing. The competitive landscape is varied and presents numerous different challenges including:

- Current and potential competitors may have longer operating histories, greater name recognition, broader customer relationships and substantially greater financial, technical and marketing resources than we do.
- Other competitors may attract customers by offering less-sophisticated versions of services than we provide at lower prices than those we charge.
- Nimbler companies may be able to respond more quickly than we can to new or emerging technologies and changes in customer requirements, resulting in superior offerings.
- Some current or potential competitors may bundle their offerings with other services, software or hardware in a manner that may discourage enterprises from purchasing any service we offer.
- Both existing and potential customers may decide to purchase or develop their own hardware, software and other technology solutions rather than rely on an external provider like Akamai. As a result, our competitors include hardware manufacturers, software companies and other entities that offer Internet-related solutions that are not service-based.

Ultimately, increased competition of all types could result in price and revenue reductions, lower gross margins, loss of customers and loss of market share, each of which could materially impact our business, financial condition, results of operations and cash flows.

If we are unable to continue to innovate and respond to emerging technological trends and customers' changing needs, our operating results may suffer.

The market for our services is characterized by rapidly changing technology, evolving industry standards and new product and service introductions. Our ability to provide new and innovative solutions to address the evolving ways enterprises use the Internet is important to our future growth and profitability. If we fail to do so, our operating results will likely be significantly harmed. If other companies develop technological or business model innovations in the markets we seek to address that are, or are perceived to be, equivalent or superior to our services, then our revenue and profitability could also suffer. In addition, our customers' business models may change in ways that we do not anticipate, and the failure to address these changes could reduce or eliminate our customers' needs for our services. The process of developing new technologies is complex and uncertain; we must commit significant resources to developing new services or enhancements to our existing services before knowing whether our investments will result in services the market will accept. Furthermore, we may not execute successfully our technology initiatives because of errors in planning or timing, technical hurdles that we fail to overcome in a timely fashion, misunderstandings about market demand or a lack of appropriate resources.

Failure to increase our revenues and keep our expenses consistent with revenues could prevent us from maintaining profitability at recent levels or at all.

Our revenue growth rate may decline in future periods as a result of a number of factors including increasing competition, pricing pressure, the inevitable decline in growth rates as our revenues increase to higher levels and macroeconomic factors affecting certain aspects of our business. We also believe our gross margins may decrease because we have large fixed expenses and expect to continue to incur significant bandwidth, co-location and other expenses, including increased depreciation on network equipment purchased in recent years. As a result, we may not be able to continue to maintain our current level of profitability in 2012 or on a quarterly or annual basis thereafter.

There are numerous factors that could, alone or in combination with other factors, impede our ability to increase revenues and/or moderate expenses, including:

- continuing market pressure to decrease our prices, particularly in our media business;
- the impact of lower pricing and other terms in renewal agreements we enter into with existing customers;
- failure to experience traffic growth and increase sales of our core services and advanced features to offset price declines;
- significant increases in co-location and bandwidth costs, head count or other operating expenses;
- increased competition;
- inability to increase sales to new and existing customers faster than the rate of loss of existing customers and revenues; and
- failure of a significant number of customers to pay our fees on a timely basis or at all or failure to continue to purchase our services in accordance with their contractual commitments.

We may be unable to replace lost revenues due to customer cancellations or renewals at lower rates.

Our customers have no obligation to renew their agreements for our services after the expiration of their existing terms, which are typically 12 to 24 months. Some may elect not to renew and others may renew at lower prices, lower committed traffic levels, or for shorter contract lengths. We cannot accurately predict renewal rates. Our renewal rates may decline or fluctuate as a result of a number of factors, including customer dissatisfaction with our service, customers' inability to continue their operations and spending levels, the impact of dual vendor policies, customers implementing or increasing their use of in-house technology solutions and deteriorating general economic conditions. It is key to our profitability that we offset lost committed recurring revenue due to customer cancellations, terminations, price reductions or other less favorable terms by adding new customers and increasing the number of services, features and functionalities that our existing customers purchase. If we are unable to do so, our revenue will decline and our business will suffer.

We may be unable to develop robust strategic relationships with third parties; such failure could significantly limit our long-term growth.

Our future success will likely require us to maintain and increase the number and depth of our relationships with resellers, systems integrators and other strategic partners. The need to develop such relationship can be particularly acute in areas outside of the United States. We have not always been successful at developing these relationships due to the complexity of our services, our historical reliance on an internal sales force, a past lack of strategic focus on such arrangements and other factors. Recruiting and retaining qualified channel partners and training them in the use of our technology and services require significant time and resources. In order to develop and expand our distribution channel, we must continue to expand and improve our portfolio of solutions as well as the systems, processes and procedures that support our channel. Those systems, processes and procedures may become increasingly complex and difficult to manage. The time and expense required for sales and marketing organizations of our channel partners to become familiar with our offerings, including our new services developments, may make it more difficult to introduce those products to enterprises. Our failure to maintain and increase the number of relationships with channel partners could significantly impede our revenue growth prospects in the short and long term.

Our failure to manage expected growth, diversification and changes to our business could harm us.

Our future operating results will depend on our ability to manage our operations. In the past, we have restructured aspects of our operations and made other adjustments to our organization in response to management changes, product changes, performance issues and other internal and external considerations, and we may take similar actions in the future. Such actions can result in a lack of focus and reduced productivity.

As a result of the diversification of our business, personnel growth, acquisitions and international expansion in recent years, many of our employees are now based outside of our Cambridge, Massachusetts headquarters. However, most management decisions are made by a relatively small group of individuals based primarily at our headquarters. If we are unable to appropriately increase management depth and decentralize our decision making at a pace commensurate with our actual or desired growth rates, we may not be able to achieve our financial or operational goals. In addition, if we are unable to effectively manage a large and geographically dispersed group of employees, our business may be adversely affected.

As our business evolves, we must also expand and adapt our operational infrastructure. Our business relies on our data systems, billing systems, and other operational and financial reporting and control systems. All of these systems have become increasingly complex in the recent past due to the diversification and complexity of our business, acquisitions of new businesses with different systems and increased regulation over controls and procedures. To manage our technical support infrastructure effectively, we will need to continue to upgrade and improve our data systems, billing systems and other operational and financial systems, procedures and controls. These upgrades and improvements will require a dedication of resources and in some cases are likely to be complex. If we are unable to adapt our systems and organization in a timely and cost-effective manner to accommodate changing circumstances, our business may be adversely affected.

Because our services are complex and are deployed in complex environments, they may have errors or defects that could seriously harm our business.

Our services are highly complex and are designed to be deployed in and across numerous large and complex networks that we do not control. From time to time, we have needed to correct errors and defects in the software that underlies our services and platform. In the future, there may be additional errors and defects in our software that may adversely affect our operations. We may not have in place adequate quality assurance procedures to ensure that we detect errors in our software in a timely manner. If we are unable to efficiently and cost-effectively fix errors or other problems that may be identified, or if there are unidentified errors that allow persons to improperly access our services, we could experience loss of revenues and market share, damage to our reputation, increased expenses and legal actions by our customers. If we elect to move into new areas that involve handling personally identifiable information or other important assets or transactions entrusted to us by our customers, the potential risks we face and magnitude of losses could increase.

Any unplanned interruption in the functioning of our network or services or attacks on our internal information technology systems could lead to significant costs and disruptions that could reduce our revenues and harm our business, financial results and reputation.

Our business is dependent on providing our customers with fast, efficient and reliable distribution of applications and content over the Internet. For our core services, we currently provide a standard guarantee that our networks will deliver Internet content 24 hours a day, 7 days a week, 365 days a year. If we do not meet this standard, affected customers will be entitled to credits. Our network or services could be disrupted by numerous events, including natural disasters, unauthorized access to our servers, failure or refusal of our third-party network providers to provide the necessary capacity, power losses and intentional disruptions of our services, such as disruptions caused by software viruses or attacks by unauthorized users.

Cybersecurity attacks and other security breaches could expose us to liability and our reputation and business could suffer.

There have been, and in the future are likely to be, attempts to gain unauthorized access to our information technology systems in order to steal information about our technology, financial data or other information or take other actions that would be damaging to us. Such attacks may be pursued through electronic means or through damage or destruction of, or other denial of access to, a facility where our servers are housed. If we expand our emphasis on selling security-related solutions, we may become a more attractive target for attacks on our infrastructure. Although we have taken steps to prevent such disruptions and security breaches, there can be no assurance that attacks by unauthorized users will not be attempted in the future, that our security measures will be effective, that we will quickly detect an attack, or that a successful attack would not be damaging. Any widespread interruption of the functioning of our network or services would reduce our revenues and could harm our business, financial results and reputation. Any insurance coverage we carry may not be sufficient to cover all or a significant portion of the losses we could suffer from a successful attack. Any successful breach of the security of our information systems could lead to the unauthorized release of valuable confidential information, including trade secrets, material nonpublic information about our financial condition and sensitive data that others could use to compete against us. Such events could likely harm our business and reputation. In addition, we offer services designed to address the Internet security needs of our customers. Any failure of those solutions to operate effectively or to provide benefits promised by us could reduce our revenues and harm or business and reputation.

We may have insufficient transmission and co-location space, which could result in interruptions in our services and loss of revenues.

Our operations are dependent in part upon transmission capacity provided by third-party telecommunications network providers and access to co-location facilities to house our servers. We believe that, absent extraordinary circumstances, we have access to adequate capacity to provide our services; however, there can be no assurance that we are adequately prepared for unexpected increases in bandwidth demands by our customers. The bandwidth we have contracted to purchase may become unavailable for a variety of reasons, including payment disputes, network providers going out of business or networks imposing traffic limits. In some regions, network providers may choose to compete with us and become unwilling to sell us adequate transmission capacity at fair market prices. Any failure of network providers on which we rely to provide the capacity we require, due to financial or other reasons, may result in a reduction in, or interruption of, service to our customers and ultimately loss of those customers. In recent years, it has become increasingly expensive to house our servers at network facilities. We expect this trend to continue. These increased expenses have made, and will make, it more costly for us to expand our operations and more difficult for us to maintain or improve our gross margins.

The potential exhaustion of the supply of unallocated IPv4 addresses and the inability of Akamai and other Internet users to successfully transition to IPv6 could harm our operations and the functioning of the Internet as a whole.

An Internet Protocol address, or IP address, is a numerical label that is assigned to any device connecting to the Internet. Today, the functioning of the Internet is dependent on the use of Internet Protocol version 4, or IPv4, the fourth version of the Internet Protocol, which uses 32-bit addresses. We currently rely on the acquisition of IP addresses for the functioning and expansion of our network and expect such reliance to continue in the future. There are, however, only a finite number of IPv4 addresses. It is possible that the number of unallocated IPv4 addresses may be exhausted within one to two years. Internet Protocol version 6, or IPv6, uses 128-bit addresses and has been designed to succeed IPv4 and alleviate the expected exhaustion of unallocated addresses under that version. While IPv4 and IPv6 will co-exist for some period of time, eventually all Internet users and companies will need to transition to IPv6. While we have been developing plans for the transition to IPv6 and ensuring that we are prepared to meet our needs and those of our customers for both IPv4- and IPv6-based technology, there is no guarantee that such plans will be effective. If we are unable to obtain the IPv4 addresses we need, on financial terms acceptable to us or at all, before we or other entities that rely on the Internet can transition to IPv6, our current and future operations could be materially harmed. If there is not a timely and successful transition to IPv6 by Internet users generally, the Internet could function less effectively, which could damage numerous businesses, the economy generally and the prospects for future growth of the Internet as a medium for transacting business. This could, in turn, be harmful to our financial condition, results of operation, and cash flows.

As part of our business strategy, we have entered, and may seek to enter, into business combinations, acquisitions, and other strategic relationships that may be difficult to integrate, disrupt our business, dilute stockholder value and divert management attention.

We have completed numerous acquisitions in recent years. If attractive acquisition opportunities arise in the future, we may seek to enter into additional business combinations or purchases. We may also enter into other types of strategic relationships that involve technology sharing or close cooperation with other companies. Acquisitions and other complex transactions are accompanied by a number of risks, including the difficulty of integrating the operations and personnel of acquired companies, the potential disruption of our ongoing business, the potential distraction of management, expenses related to the transactions and potential unknown liabilities associated with acquired businesses. Any inability to integrate completed acquisitions or combinations in an efficient and timely manner could have an adverse impact on our results of operations. In addition, we may not be able to recognize any expected synergies or benefits in connection with a future acquisition or combination. If we are not successful in completing acquisitions or other strategic transactions that we may pursue in the future, we may incur substantial expenses and devote significant management time and resources without a successful result. In addition, future acquisitions could require use of substantial portions of our available cash or result in dilutive issuances of securities. Technology sharing or other strategic relationships we enter into may give rise to disputes over intellectual property ownership, operational responsibilities and other significant matters. Such disputes may be expensive and time-consuming to resolve.

Our stock price has been, and may continue to be, volatile.

The market price of our common stock has been volatile. Trading prices may continue to fluctuate in response to a number of events and factors, including the following:

- quarterly variations in operating results;
- introduction of new products, services and strategic developments by us or our competitors;
- market speculation about whether we are a takeover target;
- changes in financial estimates and recommendations by securities analysts;
- failure to meet the expectations of public market analysts;
- macro-economic factors;
- repurchases of shares of our common stock;
- performance by other companies in our industry; and
- geopolitical conditions such as acts of terrorism or military conflicts.

Any of these events may cause the price of our common stock to fall. In addition, the stock market in general, and the market prices for technology companies in particular, have experienced significant volatility that often has been unrelated to the operating performance of such companies. These broad market and industry fluctuations may adversely affect the market price of our common stock, regardless of our operating performance.

If we are unable to retain our key employees and hire qualified sales and technical personnel, our ability to compete could be harmed.

Our future success depends upon the continued services of our executive officers and other key technology, sales, marketing and support personnel who have critical industry experience and relationships. On April 25, 2012, we announced that our President and CEO plans to transition out of such roles by the end of 2013 and the search for a replacement is under way. Any search for a CEO can be lengthy. There is significant competition for talented individuals in the regions in which our primary offices are located, which affects both our ability to retain key employees and hire new ones. None of our officers or key employees is bound by an employment agreement for any specific term. We compensate our officers and employees in part through equity incentives, including stock options. Some of these stock options held by our officers and employees have exercise prices in excess of the current market price of our common stock, which has diminished the retentive value of such options. The loss of the services of any of our key employees could hinder or delay the implementation of our business model and the development and introduction of, and negatively impact our ability to sell, our services.

We may need to defend against patent or copyright infringement claims, which would cause us to incur substantial costs.

Other companies or individuals, including our competitors, may hold or obtain patents or other proprietary rights that would prevent, limit or interfere with our ability to make, use or sell our services or develop new services, which could make it more difficult for us to increase revenues and improve or maintain profitability. Companies holding Internet-related patents or other intellectual property rights are increasingly bringing suits alleging infringement of such rights against both technology providers and customers that use such technology. Any such action naming Akamai could be costly to defend or lead to an expensive settlement or judgment against us.

We have agreed to indemnify our customers if our services infringe specified intellectual property rights; therefore, we could become involved in litigation brought against customers if our services and technology are implicated. Any litigation or claims, whether or not valid, brought against us or pursuant to which we indemnify our customers could result in substantial costs and diversion of resources and require us to do one or more of the following:

- cease selling, incorporating or using products or services that incorporate the challenged intellectual property;
- pay substantial damages and incur significant litigation expenses;
- obtain a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all; or
- redesign products or services.

If we are forced to take any of these actions, our business may be seriously harmed. In the event of a successful claim of infringement against us and our failure or inability to obtain a license to the infringed technology, our business and operating results could be materially adversely affected.

Our business will be adversely affected if we are unable to protect our intellectual property rights from unauthorized use or infringement by third parties.

We rely on a combination of patent, copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. These legal protections afford only limited protection. We have previously brought lawsuits against entities that we believed were infringing our intellectual property rights but have not always prevailed. Such lawsuits can be expensive and require a significant amount of attention from our management and technical personnel, and the outcomes are unpredictable. Developments and changes in patent law, such as changes in interpretations of the joint infringement standard, could also restrict how we enforce certain patents we hold. Monitoring unauthorized use of our services is difficult, and we cannot be certain that the steps we have taken will prevent unauthorized use of our technology, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the United States. Although we have licensed from other parties proprietary technology covered by patents, we cannot be certain that any such patents will not be challenged, invalidated or circumvented. Such licenses may also be non-exclusive, meaning our competition may also be able to access such technology. Furthermore, we cannot be certain that any pending or future patent applications will be granted, that any future patent will not be challenged, invalidated or circumvented, or that rights granted under any patent that may be issued will provide competitive advantages to us. If we are unable to protect our proprietary rights from unauthorized use, the value of our intellectual property assets may be reduced.

If our license agreement with MIT terminates, our business could be adversely affected.

We have licensed from the Massachusetts Institute of Technology, or MIT, technology that is covered by various patents and copyrights relating to Internet content delivery technology. Some of our core technology is based in part on the technology covered by these patents, patent applications and copyrights. Our license is effective for the life of the patents and patent applications; however, under limited circumstances, such as a cessation of our operations due to our insolvency or our material breach of the terms of the license agreement, MIT has the right to terminate our license. A termination of our license agreement with MIT could have a material adverse effect on our business.

We rely on certain “open-source” software the use of which could result in our having to distribute our proprietary software, including our source code, to third parties on unfavorable terms, which could materially affect our business.

Certain of our service offerings use software that is subject to open-source licenses. Open-source code is software that is freely accessible, usable and modifiable. Certain open-source code is governed by license agreements, the terms of which could require users of such software to make any derivative works of such software available to others on unfavorable terms or at no cost. Because we use open-source code, we may be required to take remedial action in order to protect our proprietary software. Such action could include replacing certain source code used in our software, discontinuing certain of our products or taking other actions that could divert resources away from our development efforts. In addition, the terms relating to disclosure of derivative works in many open-source licenses are unclear. We periodically review our compliance with the open-source licenses we use and do not believe we will be required to make our proprietary software freely available. However, if a court interprets one or more such open-source licenses in a manner that is unfavorable to us, we could be required to make certain of our key software available at no cost.

If our ability to deliver media files in popular proprietary content formats were to become restricted or cost-prohibitive, demand for our content delivery services could decline, we could lose customers and our financial results could suffer.

Significant portions of our business depend on our ability to deliver media content in all major formats. If our legal right or technical ability to store and deliver content in one or more popular proprietary content formats, such as Adobe® Flash® or Windows® Media®, were to become limited, our ability to serve our customers in these formats would be impaired and the demand for our content delivery services would decline by customers using these formats. Owners of propriety content formats may be able to block, restrict or impose fees or other costs on our use of such formats, which could lead to additional expenses for us and for our customers, or which could prevent our delivery of this type of content altogether. Such interference could result in a loss of existing customers, increased costs and impairment of our ability to attract new customers, which would harm our revenue, operating results and growth.

If the accounting estimates we make, and the assumptions on which we rely, in preparing our financial statements prove inaccurate, our actual results may be adversely affected.

Our financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments about, among other things, taxes, revenue recognition, stock-based compensation costs, capitalization of internal-use software, investments, contingent obligations, allowance for doubtful accounts, intangible assets and restructuring charges. These estimates and judgments affect the reported amounts of our assets, liabilities, revenues and expenses, the amounts of charges accrued by us, and related disclosure of contingent assets and liabilities. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. If our estimates or the assumptions underlying them are not correct, actual results may differ materially from our estimates and we may need to, among other things, accrue additional charges that could adversely affect our results of operations, which in turn could adversely affect our stock price. In addition, new accounting pronouncements and interpretations of accounting pronouncements have occurred and may occur in the future that could adversely affect our reported financial results.

We may have exposure to greater-than-anticipated tax liabilities.

Our future income taxes could be adversely affected by earnings being lower than anticipated in jurisdictions that have lower statutory tax rates and higher than anticipated in jurisdictions that have higher statutory tax rates, or changes in tax laws, regulations, or accounting principles, as well as certain discrete items such as equity-related compensation. We have recorded certain tax reserves to address potential exposures involving our sales and use and franchise tax positions. These potential tax liabilities result from the varying application of statutes, rules, regulations and interpretations by different jurisdictions. Our reserves, however, may not be adequate to cover our total actual liability. Although we believe our estimates and reserves are reasonable, the ultimate tax outcome may differ from the amounts recorded in our financial statements and may materially affect our financial results in the period or periods for which such determination is made. In addition, we have historically derived benefits from the availability of certain research and development tax credits under federal and state tax regulations. If the availability of such credits is not extended by the applicable taxing authorities, our tax liability would increase.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. As a result, our stockholders could lose confidence in our financial reporting, which could harm our business and the trading price of our common stock.

We have complied with Section 404 of the Sarbanes-Oxley Act of 2002 by assessing, strengthening and testing our system of internal controls. Even though we concluded our internal controls over financial reporting were effective as of the date of the end of our most recent quarter, we need to continue to maintain our processes and systems and adapt them to changes as our business evolves and we rearrange management responsibilities and reorganize our business accordingly. This continuous process of maintaining and adapting our internal controls and complying with Section 404 is expensive and time-consuming and requires significant management attention. We cannot be certain that our internal control measures will continue to provide adequate control over our financial processes and reporting and ensure compliance with Section 404. Furthermore, as our business changes and if we expand through acquisitions of other companies, our internal controls may become more complex and we will require significantly more resources to ensure our internal controls remain effective. Failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. If we or our independent registered public accounting firm identify material weaknesses, the disclosure of that fact, even if quickly remediated, could reduce the market's confidence in our financial statements and harm our stock price.

General global market and economic conditions may have an adverse impact on our operating performance, results of operations and cash flows.

Our business has been and could continue to be affected by general global economic and market conditions. Weakness in the United States and/or worldwide economy has had and could continue to have a negative effect on our operating results, including decreases in revenues and operating cash flows. If the U.S. government fails to reach a budget compromise in 2012, automatic spending cuts and tax increases could impact the economy and the businesses of our customers. In addition, the current sovereign debt crisis concerning certain European countries, including Greece, Italy, Ireland, Portugal and Spain and related European financial restructuring efforts, may cause the value of European currencies, including the Euro, to deteriorate, thus reducing the purchasing power of European customers, which could limit the amount of services they purchase from us. To the extent economic conditions impair our customers' ability to profitably monetize the content we deliver on their behalf, they may reduce or eliminate the traffic we deliver for them. Such reductions in traffic would lead to a reduction in our revenues. Additionally, in a down-cycle economic environment, we may experience the negative effects of increased competitive pricing pressure, customer loss, a slow down in commerce over the Internet and corresponding decrease in traffic delivered over our network and failures by customers to pay amounts owed to us on a timely basis or at all. Suppliers on which we rely for servers, bandwidth, co-location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on our operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on our operating results.

Fluctuations in foreign currency exchange rates affect our operating results in U.S. dollar terms.

A portion of our revenues is derived from international operations. Revenues generated and expenses incurred by our international subsidiaries are often denominated in the currencies of the local countries. As a result, our consolidated U.S. dollar financial statements are subject to fluctuations due to changes in exchange rates as the financial results of our international subsidiaries are translated from local currencies into U.S. dollars. In addition, our financial results are subject to changes in exchange rates that impact the settlement of transactions in non-functional currencies. While we have implemented a foreign currency hedging program, there is no guarantee that such program will be fully effective.

We face risks associated with international operations that could harm our business.

We have operations in numerous foreign countries and may continue to expand our sales and support organizations internationally. Such expansion could require us to make significant expenditures, which could harm our profitability. We are increasingly subject to a number of risks associated with international business activities that may increase our costs, lengthen our sales cycle and require significant management attention. These risks include:

- currency exchange rate fluctuations and limitations on the repatriation and investment of funds;
- unexpected changes in regulatory requirements resulting in unanticipated costs and delays;
- interpretations of laws or regulations that would subject us to regulatory supervision or, in the alternative, require us to exit a country, which could have a negative impact on the quality of our services or our results of operations;
- uncertainty regarding liability for content or services;
- adjusting to different employee/employer relationships and different regulations governing such relationships;
- corporate and personal liability for violations of laws and regulations;
- difficulty in staffing, developing and managing foreign operations as a result of distance, language and cultural differences; and
- potentially adverse tax consequences.

Changes in regulations or user concerns regarding privacy and protection of user data could adversely affect our business.

Federal, state, foreign and international laws and regulations may govern the collection, use, retention, sharing and security of data that we receive from our customers, visitors to their websites and others. In addition, we have a publicly-available privacy policy concerning collection, use and disclosure of user data. Any failure, or perceived failure, by us to comply with our posted privacy policies or with any privacy-related laws, government regulations or directives, or industry self-regulatory principles could result in damage to our reputation or proceedings or actions against us by governmental entities or others, which could potentially have an adverse effect on our business.

A large number of legislative proposals pending before the U.S. Congress, various state legislative bodies and foreign governments concern data privacy and retention issues related to our business, particularly the advertising-related services we offer. It is not possible to predict whether, when, or the extent to which such legislation may be adopted. In addition, the interpretation and application of user data protection laws are currently unsettled. These laws may be interpreted and applied inconsistently from jurisdiction to jurisdiction and inconsistently with our current data protection policies and practices. Complying with potentially varying international requirements could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business.

Internet-related and other laws could adversely affect our business.

Laws and regulations that apply to communications and commerce over the Internet are becoming more prevalent. In particular, the growth and development of the market for online commerce has prompted calls for more stringent copyright protection, tax, consumer protection, anti-discrimination and privacy laws, both in the United States and abroad, that may impose additional burdens on companies conducting business online or providing Internet-related services such as ours. Other potential regulatory proposals could seek to mandate changes to the economic relationships among participants in the Internet ecosystem. The adoption of any of these measures could negatively affect both our business directly as well as the businesses of our customers, which could reduce their demand for our services. In addition, domestic and foreign government attempts to regulate the operation of the Internet through legislation, treaties or regulations could negatively impact our business.

Global climate change regulations could adversely impact our business.

Recent scientific studies and other news reports suggest the possibility of global climate change. In response, governments may adopt new regulations affecting the use of fossil fuels or requiring the use of alternative fuel sources. In addition, our customers may require us to take steps to demonstrate that we are taking ecologically responsible measures in operating our business. Our deployed network of tens of thousands of servers consumes significant energy resources, including those generated by the burning of fossil fuels. It is possible that future regulatory or legislative initiatives or customer demands could affect the costs of operating our network of servers and our other operations. Such costs and any expenses we incur to make our network more energy efficient could make us less profitable in future periods. Failure to comply with applicable laws and regulations or other requirements imposed on us could lead to fines, lost revenues and damage to our reputation.

Our sales to government clients subject us to risks including early termination, audits, investigations, sanctions and penalties.

We derive revenues from contracts with the U.S. government, as well as foreign, state and local governments and their respective agencies. Such government entities often have the right to terminate these contracts at any time, without cause. There is increased pressure for governments and their agencies, both domestically and internationally, to reduce spending. Most of our government contracts are subject to legislative approval of appropriations to fund the expenditures under these contracts. If the U.S. government fails to reach a budget compromise in 2012, automatic spending cuts could reduce the budgets of agencies that buy our services. These factors may join to limit the revenues we derive from government contracts in the future. Additionally, government contracts are generally subject to audits and investigations which could result in various civil and criminal penalties and administrative sanctions, including termination of contracts, refund of a portion of fees received, forfeiture of profits, suspension of payments, fines and suspensions or debarment from future government business.

Provisions of our charter documents and Delaware law may have anti-takeover effects that could prevent a change in control even if the change in control would be beneficial to our stockholders.

Provisions of our amended and restated certificate of incorporation, amended and restated by-laws and Delaware law could make it more difficult for a third party to acquire us, even if doing so would be beneficial to our stockholders. These provisions include:

- A classified board structure so that only approximately one-third of our board of directors is up for re-election in any one year;
- Our board of directors has the right to elect directors to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- Stockholders must provide advance notice to nominate individuals for election to the board of directors or to propose matters that can be acted upon at a stockholders' meeting; such provisions may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company; and
- Our board of directors may issue, without stockholder approval, shares of undesignated preferred stock; the ability to issue undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to acquire us.

Further, as a Delaware corporation, we are also subject to certain Delaware anti-takeover provisions. Under Delaware law, a corporation may not engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years or, among other things, the board of directors has approved the transaction. Our board of directors could rely on Delaware law to prevent or delay an acquisition of us.

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

Issuer Purchases of Equity Securities

Period(1)	(a) Total Number of Shares Purchased(2)	(b) Average Price Paid per Share(3)	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares that May Yet be Purchased Under Plans or Programs
July 1, 2012 - July 31, 2012	836,582	29.29	836,582	80,368,625
August 1, 2012 - August 31, 2012	171,200	36.44	171,200	74,130,569
September 1, 2012 - September 30, 2012	150,700	38.36	150,700	68,350,251
Total	1,158,482		1,158,482	

(1) Information is based on settlement dates of repurchase transactions.

(2) Consists of shares of our common stock, par value $0.01 per share. All repurchases were made pursuant to a previously-announced program. All repurchases were made in open market transactions.

(3) Includes commissions paid.

Item 6. ***Exhibits***

The exhibits filed as part of this quarterly report on Form 10-Q are listed in the exhibit index immediately preceding the exhibits and are incorporated herein.

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 thereunto duly authorized.

Akamai Technologies, Inc.

November 9, 2012 By: /s/ JAMES BENSON

James Benson

Chief Financial Officer
(Duly Authorized Officer, Principal Financial Officer)

EXHIBIT INDEX

Exhibit 10.57	Form of Stock Option Grant Agreement
Exhibit 10.58	Form of Deferred Stock Unit Grant Agreement
Exhibit 10.59	Form of Time-Based Vesting Restricted Stock Unit Agreement
Exhibit 10.60	Form of Performance-Based Vesting Restricted Stock Unit Agreement
Exhibit 31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/ Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
Exhibit 31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/ Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
Exhibit 32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
Exhibit 32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document.**
101.SCH	XBRL Taxonomy Extension Schema Document.**
101.CAL	XBRL Taxonomy Calculation Linkbase Document.**
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.**
101.LAB	XBRL Taxonomy Label Linkbase Document.**
101.PRE	XBRL Taxonomy Presentation Linkbase Document.**

** Submitted electronically herewith

Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets at September 30, 2012 and December 31, 2011, (ii) Condensed Consolidated Statements of Operations for the three and nine months ended September 30, 2012 and 2011, (iii) Condensed Consolidated Statements of Comprehensive Income for the three and nine months ended September 30, 2012 and 2011(iv) Condensed Consolidated Statements of Cash Flows for the nine months ended

September 30, 2012 and 2011 and (v) Notes to Condensed Consolidated Financial Statements.

Exhibit 10.57

AKAMAI TECHNOLOGIES, INC.

Non-Qualified Stock Option Agreement
Granted Under 2009 Stock Incentive Plan

1. Grant of Option.

This Non-Qualified Stock Option Agreement (this “Agreement”) evidences the grant by Akamai Technologies, Inc., a Delaware corporation (the “Company”), on ______________ (the “Grant Date”) to __________________, an employee of the Company (the “Participant”), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2009 Stock Incentive Plan (the “Plan”), a total of ___________________ shares (the “Shares”) of common stock, $0.01 par value per share, of the Company (“Common Stock”) at «Exercise_Price» per Share. Unless earlier terminated, this option shall expire on the seventh anniversary of the Grant Date (the “Final Exercise Date”).

It is intended that the option evidenced by this agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”). Except as otherwise indicated by the context, the term “Participant”, as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) General. This option will become exercisable (“vest”) as to ____________________ ___________________________________. For purposes of this Section 2(a) the Vesting Start Date shall be the Grant Date.

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

(b) Change in Control.

(i) Upon a Change in Control Event (as defined in the Plan), notwithstanding anything to the contrary in the Plan, this option shall continue to be subject to the vesting provisions of Section 2(a). In the event that Participant's employment with the Company is terminated by the Company for a reason other than Cause (as defined below), including the Participant's voluntary resignation for Good Reason (as defined below) within twelve months after a Change in Control Event, then 100% of the unvested portion of this option shall vest as of the date of termination of employment.

(ii) For purposes of this Agreement, “Good Reason” shall mean (A) a material reduction in the Participant's compensation and benefits (including without limitation any bonus plan or indemnity agreement) not agreed to in writing by the Participant; (B) the assignment to the Participant of duties and/or responsibilities that are materially inconsistent with those associated with the Participant's position; or (C) a requirement, not agreed to in writing by the Participant, that the Participant relocate to, or perform his or her principal job functions at, an office that is more than twenty-five (25) miles from the office at which the Participant was previously performing his or her principal job functions.

(iii) For purposes of this Agreement, “Cause” shall mean (A) any act or omission by the Participant that has a significant adverse effect on Akamai's business or on the Participant's ability to perform services for Akamai, including, without limitation, the commission of any crime (other than ordinary traffic violations), or (B) refusal or failure to perform assigned duties, serious misconduct, or excessive absenteeism, or (C) refusal or failure to comply with Akamai's Code of Business Ethics

(iv) If this option is not assumed as part of a Change in Control Event, the provisions of Section 9(c)(2) of the Plan shall apply.

3. Exercise of Option.

(a) Form of Exercise. In order to exercise this option, the Participant shall notify the Company's third-party stock option plan administrator, Charles Schwab & Co., or any successor appointed by the Company (the "Plan Administrator"), of the Participant's intent to exercise this option, and shall follow the procedures established by the Plan Administrator for exercising stock options under the Plan and provide payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee of the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 409A of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable in full, within the period of one year following the date of death or disability of the Participant by the Participant, provided that this option shall not be exercisable after the Final Exercise Date.

(e) Discharge for Cause. If the Participant, prior to the Final Exercise Date, is discharged by the Company for Cause", the right to exercise this option shall terminate immediately upon the effective date of such discharge. The Participant shall be considered to have been discharged for Cause if the Company determines, prior to or simultaneously with the Participant's resignation, that discharge for Cause was warranted.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Provisions of the Plan.

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

AKAMAI TECHNOLOGIES, INC.

Dated: «Grant_Date» ____________________________

Paul Sagan
Chief Executive Officer

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2009 Stock Incentive Plan.

PARTICIPANT:

____

Signature

Name: «Name»
Address: ________________________

____

AKAMAI TECHNOLOGIES, INC.

Deferred Stock Unit Agreement Under
2009 Stock Incentive Plan

This DEFERRED STOCK UNIT AGREEMENT (the “Agreement”) is entered into as of ____________, _____ (the “Grant Date”), between Akamai Technologies, Inc., a Delaware corporation (the “Company”), and _______________ (the “Grantee”).

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Award. The Company hereby grants to Grantee, and Grantee hereby accepts from the Company, subject to the terms and conditions set forth in this Agreement and in the Company's 2009 Stock Incentive Plan (the “Plan”), ______ deferred stock units of the Company (the “DSUs”). Each DSU represents the right to receive one share of the Company's Common Stock, par value $.01 per share (“Common Stock”), subject to the terms and conditions set forth in this Agreement and the Plan. The shares of Common Stock that are issuable upon vesting of the DSUs are referred to in this Agreement as “Shares.” Subject to the provisions of Section 2(b) hereof, this award of DSUs is irrevocable and is intended to conform in all respects with the Plan.

2. Vesting.

(a) Regular Vesting. Except as otherwise provided in the Plan or this Section 2, the DSUs will vest as follows: 50% shall vest on first anniversary of the Grant Date, and the remaining 50% shall vest in equal installments of 12.5% on a quarterly basis thereafter.

(b) Forfeiture. Except as provided below and in Section 2(c), vesting in any of the DSUs pursuant to subsection (a) above is contingent upon the continuation of Grantee's service as a Director of the Company. Except as provided below and is Section 2(c), in the event that Grantee ceases to be a Director of the Company for any reason or no reason, including but not limited to Grantee's voluntary resignation or failure to be nominated for election, or to be elected, as a Director, all vesting shall cease as of the date of Grantee's cessation of service as a Director. Unvested DSUs will be immediately forfeited as of such date and neither Grantee nor its estate will have any further rights to such unvested DSUs or the Shares represented by those forfeited DSUs. Notwithstanding the foregoing, in the event that the Participant's employment with the Company ceases due to death or disability (as defined under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)), then all unvested DSUs shall vest as of the date of death or disability. In addition, the Company may adopt, by policy, provisions that allow for the acceleration of vesting upon the cessation of an individual's service as a Director.

(c) Change of Control. Upon a Change in Control Event (as defined in the Plan), DSUs shall continue to be subject to the vesting provisions set forth in Section 2(a); provided, however, in the event that upon the occurrence of Change in Control Event, the DSUs represented by this Agreement are not exchanged for a Replacement Award (as defined below), then each DSU shall immediately become fully vested as of immediately prior to the closing of the Change in Control Event. If the Grantee ceases to be a Director at any time within twelve months after a Change in Control Event for any reason other than removal due to the perpetration of a fraud or the commission of a crime, all then-unvested DSUs shall vest as of the date of termination of service as a Director. For purposes of this Agreement, an award issuing by the acquiring company in a Change in Control Event shall qualify as a “Replacement Award” if (i) it has a value at least equal to the value of the DSUs represented by this Agreement (the “Replaced Award”) as determined by the Committee in its sole discretion; (ii) it relates to publicly traded equity securities of the Company or its successor in the Change in Control Event or another entity that is affiliated with the Company or its successor following the Change in Control Event; and (iii) its other terms and conditions are not less favorable to the Participant than the terms and conditions of the Replaced Award. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this clause (d) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control Event, in its sole discretion.

3. **Distribution of Shares.**

(a) Distribution Upon Vesting. Unless Grantee has made a proper deferral election pursuant to Section 3(b) below, the Company will distribute to Grantee (or to Grantee's estate in the event that his or her death occurs after a vesting date but before distribution of the corresponding Shares), within thirty (30) days after each vesting date, the Shares of Common Stock represented by DSUs that vested on such vesting date. If Grantee has elected to defer receipt of only a portion of the Shares distributable on a vesting date pursuant to Section 3(b) below, within thirty (30) days after such vesting date, the Company will distribute to Grantee the Shares of Common Stock represented by DSUs that vested on such vesting date and as to which distribution was not deferred. No fractional Shares will be issued.

(b) Deferral of Distributions. Notwithstanding the distribution dates specified in Section 3(a) above, if the Grantee has previously elected, by providing written notice to the Vice President of Human Resources of the Company on or before December 31 of the year preceding the date of this Agreement to defer receipt of all or a portion of the Shares represented by the DSUs scheduled to vest on such vesting date until a date (the “Deferred Distribution Date”) that is at least one year following the scheduled vesting date but not more than ten (10) years following the Grant Date. If Grantee elects to defer receipt of all or a portion of the Shares, Grantee must also specify how Grantee wishes the Shares to be distributed in the event of a Change in Control of the Company (i.e., whether Shares are to be distributed upon the effectiveness of the Change in Control or whether the Shares or rights attendant thereto are to be received in accordance with the deferral election). Each election made pursuant to their Section 3(b) shall be irrevocable and not subject to further deferral.

(c) Compliance with Law. The Company shall not be obligated to issue to Grantee the Shares upon the vesting of any DSU or on any Deferred Distribution Date (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

(d) General Rule of Deferrals and Accelerations. Neither the Company nor the Participant shall have the right to accelerate or defer the deliver of any shares under this Agreement except to the extent specifically permitted under Section 409A of the Internal Revenue Code of 1986, as amended.

4. **Restrictions on Transfer.** This Agreement may not be transferred, assigned, pledged or otherwise encumbered by Grantee in any manner whatsoever, except that it may be transferred by will or the laws of descent and distribution. References to Grantee, to the extent relevant in the context, shall include references to authorized transferees. Without the prior written consent of the Company, Grantee shall not sell, transfer, assign, pledge or otherwise encumber or dispose of, by operation of law or otherwise, any DSUs (each, a “transfer”). Any such transfer by Grantee in violation of this Section 4 shall be void and of no force or effect, and shall result in the immediate forfeiture of all DSUs.

5. **Dividend and Other Shareholder Rights.**

(a) Dividends. If at any time during the period between the date that any deferred DSU vests and the Deferred Distribution Date for Shares represented by that deferred DSU (a “Deferral Period”), the Company pays a dividend on its Common Stock, then on each such dividend payment date (each, a “Dividend Payment Date”), Grantee will automatically receive an additional number of DSUs DSUs that have a value equal to the dollar value of the dividend payment based on the Fair Market Value (as defined in the Plan) of the Shares distributable in respect of such deferred DSUs on the Dividend Payment Date. Any such additional DSUs issued under this Section 5(a) shall be considered DSUs under this Agreement and shall also be credited with additional DSUs as dividends, if any, are declared. Shares represented by DSUs issued as dividends will be distributed on the same date as Shares distributable in respect of the underlying DSUs.

(b) Other Shareholder Rights. Except as set forth in Section 5(a) above and in the Plan, neither Grantee nor any person claiming under or through Grantee shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the DSUs granted hereunder until the Shares have been delivered to Grantee.

6. Withholding of Taxes. The Company's obligation to deliver Shares to Grantee upon the vesting of DSUs shall be subject to the satisfaction of all applicable federal, state and local income and employment tax withholding requirements ("Withholding Taxes"). The Company may take such steps as it deems necessary or desirable for satisfaction of Withholding Taxes obligations.

7. Notices. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery, deposit with a nationally recognized courier service, or five days after deposit in the United States Post Office, postage prepaid, addressed to the other party hereto at the address shown beneath his, her or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 7.

8. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

9. Provisions of the Plan. This Agreement is subject to the provisions of the Plan, a copy of which is furnished to Grantee with this Agreement.

10. No Right to Status as a Director. This Agreement shall not be construed as giving Grantee the right to continued employment, service as a Director, or any other relationship with the Company.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and Grantee and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

12. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

13. Amendment; Waiver; Miscellaneous. This Agreement may be amended or modified only by a written instrument executed by both the Company and Grantee. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. If there is any inconsistency between the provisions of this Agreement and of the Plan, the provisions of the Plan shall govern. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

14. Entire Agreement. This Agreement and the Plan embody the entire agreement of the parties hereto with respect to the DSUs, the Shares and all other matters contained herein. This Agreement and the Plan supersede and replace any and all prior oral or written agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Company and Grantee have caused this Agreement to be duly executed as of the date first above written.

AKAMAI TECHNOLOGIES, INC.

By: ___________________________________

Paul Sagan

Chief Executive Officer

Address: 8 Cambridge Center Cambridge, MA 02142

____

Grantee

AKAMAI TECHNOLOGIES, INC.

Restricted Stock Unit Agreement

Granted Under the 2009 Stock Incentive Plan

1. Grant of Award.

This Agreement evidences the grant by Akamai Technologies, Inc., a Delaware corporation (the “Company”) on ___________, ____ (the “Grant Date”) to you (the “Participant”) of ________ restricted stock units of the Company (individually, an “RSU” and collectively, the “RSUs”), subject to the terms and conditions set forth in this Restricted Stock Unit Agreement (the “Agreement”) and the 2009 Stock Incentive Plan (the “Plan”). Each RSU represents the right to receive one share of the common stock, par value $.01 per share, of the Company (“Common Stock”) as provided in this Agreement. The shares of Common Stock that are issuable upon vesting of the RSUs are referred to in this Agreement as “Shares.” Capitalized terms used but not defined in this Agreement shall have the meanings specified in the Plan.

2. Vesting; Forfeiture.

Subject to the terms and conditions of this Agreement and provided that the Participant continues to provide services until the Vesting Date (as defined below):

(a) This award shall vest over ____ years as follows: ___________________________.

(b) Except as otherwise provided in this Section 2, RSUs shall not continue to vest unless the Participant is, and has been at all times since the Grant Date, an employee, officer or director of, or consultant or advisor to, the Company.

(c) Except as reflected in Section 6 below, in the event that the Participant's employment with the Company ceases or is terminated for any reason other than “Cause” (as defined below), other than by reason of death or disability, then the number of RSUs which shall be vested shall be the number that are vested as of the date of actual termination. For purposes of this Agreement, “Cause” shall mean (i) any act or omission by the Participant that has a significant adverse effect on Akamai's business or on the Participant's ability to perform services for Akamai, including, without limitation, the commission of any crime (other than ordinary traffic violations), or (ii) refusal or failure to perform assigned duties, serious misconduct, or excessive absenteeism, or (iii) refusal or failure to comply with Akamai's Code of Business Ethics. In the event that the Participant's employment with the Company is terminated for Cause, all unvested RSUs shall be forfeited effective as of the date of termination. In the event that the Participant's employment with the Company ceases due to death or disability (as defined under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)), then all unvested RSUs shall vest as of the date of death or disability.

(d) For purposes of this Agreement, employment with the Company shall include employment with a parent, subsidiary, affiliate or division of the Company.

3. Distribution of Shares.

(a) The Company will distribute to the Participant (or to the Participant's estate in the event that his or her death occurs after a Vesting Date but before distribution of the corresponding Shares), the Shares of Common Stock represented by RSUs that vested on such vesting date as soon as administratively practicable after each vesting date (each such date of distribution is hereinafter referred to as a “Settlement Date”) but in any event within the period ending on the later to occur of the date that is two and one-half months from the end of (i) Participant's tax year that includes the applicable Vesting Date or (ii) the Company's tax year that includes the applicable Vesting Date.

(b) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any RSU (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

(c) Neither the Company nor the Participant shall have the right to accelerate or defer the deliver of any shares under this Agreement except to the extent specifically permitted under the Code.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any RSUs, or any interest therein, except by will or the laws of descent and distribution.

5. Dividend and Other Shareholder Rights.

Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the RSUs granted hereunder until the Shares have been delivered to the Participant.

6. Provisions of the Plan; Acquisition Event or Change in Control Event .

(a) This Agreement is subject to the provisions of the Plan, a copy of which is made available to the Participant with this Agreement.

(b) Upon the occurrence of an Acquisition Event (as defined in the Plan) that is not a Change in Control Event (as defined in the Plan), each RSU (whether vested or unvested) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Acquisition Event in the same manner and to the same extent as they applied to the Common Stock subject to such RSU.

(c) Upon the occurrence of a Change in Control Event (regardless of whether such event also constitutes an Acquisition Event), each RSU shall continue to be subject to the vesting schedule set forth in Section 2(a); provided, however, in the event that upon the occurrence of Change in Control Event, the RSUs represented by this Agreement are not exchanged for a Replacement Award (as defined below), then each RSU shall immediately become fully vested as of immediately prior to the closing of the Change in Control Event.

(d) For purposes of this Agreement, an award issuing by the acquiring company in a Change in Control Event shall qualify as a "Replacement Award" if (i) it has a value at least equal to the value of the RSUs represented by this Agreement (the "Replaced Award") as determined by the Committee in its sole discretion; (ii) it relates to publicly traded equity securities of the Company or its successor in the Change in Control Event or another entity that is affiliated with the Company or its successor following the Change in Control Event; and (iii) its other terms and conditions are not less favorable to the Participant than the terms and conditions of the Replaced Award. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this clause (d) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control Event, in its sole discretion.

(e) In the event that Participant's employment is terminated by the Company for a reason other than Cause (as defined above), including the Participant's voluntary resignation for Good Reason (as defined below), within twelve months after a Change in Control Event, all then-unvested RSUs shall vest as of the date of termination of employment. For purposes of this Agreement, "Good Reason" shall mean (i) a material reduction in the Participant's compensation and benefits (including without limitation any bonus plan or indemnity agreement) not agreed to in writing by the Participant; (ii) the assignment to the Participant of duties and/or responsibilities that are materially inconsistent with those associated with the Participant's position; or (iii) a requirement, not agreed to in writing by the Participant, that the Participant relocate to, or perform his or her principal job functions at, an office that is more than twenty-five (25) miles from the office at which the Participant was previously performing his or her principal job functions.

7. Withholding Taxes.

(a) Regardless of any action the Company or the Participant's employer ("Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related

Items legally due by him or her is and remains the Participant's responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Unit award, including the grant and vesting of the Restricted Stock Units, the receipt of cash or any dividends or dividend equivalents; and (2) do not commit to structure the terms of the award or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items.

(b) In the event that the Company, subsidiary, affiliate or division is required to withhold any Tax-Related Items as a result of the award or vesting of the Restricted Stock Units, or the receipt of cash or any dividends or dividend equivalents, the Participant shall pay or make adequate arrangements satisfactory to the Company, subsidiary, affiliate or division to satisfy all withholding and payment on account obligations of the Company, subsidiary, affiliate or division. The obligations of the Company under this Agreement, including the delivery of shares upon vesting, shall be conditioned on compliance by the Participant with this Section 7. In this regard, the Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by the Participant from his or her wages or other cash compensation paid to the Participant by the Company and/or the Employer. Alternatively, or in addition, if permissible under local law, the Company may withhold in shares of Common Stock an amount of shares sufficient to cover the Participant's tax liability.

(c) The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's award that cannot be satisfied by the means previously described.

(d) As a condition to receiving any Shares, on the date of this Agreement, Participant must execute the Irrevocable Standing Order to Sell Shares attached hereto, which authorizes the Company and Charles Schwab & Co., Inc. (or such substitute brokerage firm as is contracted to manage the Company's employee equity award program, the “Broker”) to take the actions described in Section 7(b) and this Section 7(d) (the “Standing Order”).

(e) Participant understands and agrees that the number of Shares that the Broker will sell will be based on the closing price of the Common Stock on the last trading day before the applicable Vesting Date. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the Shares pursuant to this Section 7.

(f) Participant agrees that the proceeds received from the sale of Shares pursuant to Section 7(d) will be used to satisfy the Tax-Related Items and, accordingly, Participant hereby authorizes the Broker to pay such proceeds to the Company for such purpose. Participant understands that to the extent that the proceeds obtained by such sale exceed the amount necessary to satisfy the Tax-Related Items, such excess proceeds shall be deposited into the Participants account with Broker. Participant further understands that any remaining Shares shall be deposited into such account.

(g) The Participant represents to the Company that, as of the date hereof, he is not aware of any material nonpublic information about the Company or the Common Stock. The Participant and the Company have structured this Agreement to constitute a “binding contract” relating to the sale of Common Stock pursuant to this Section 7, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

8. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the RSUs pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement; Conflicts and Interpretation. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Board of Directors (or a committee thereof) has the power, among other things, to (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

(h) Amendment. The Company may modify, amend or waive the terms of this Agreement prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors (or a committee thereof) of the Company. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(j) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the RSUs awarded under and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. Electronic acceptance of this Agreement pursuant to the Company's instructions to Participant (including through an online acceptance process managed by the Company's agent) is acceptable.

AKAMAI TECHNOLOGIES, INC.

By:___________________________
Name:
Title:

____
[Name of Participant]

Address:

IRREVOCABLE STANDING ORDER TO SELL SHARES

The Participant has been granted restricted stock units ("RSUs") by Akamai Technologies, Inc. ("Akamai"), which is evidenced by a restricted stock unit agreement between me and Akamai (the "Agreement," copy attached). Provided that I remain employed by Akamai on each vesting date, the shares vest according to the provisions of the Agreement.

I understand that on each vesting date, the shares issuable in respect of vested RSUs (the "Shares") will be deposited into my account at Charles Schwab & Co., Inc. ("Schwab") and that I will recognize taxable ordinary income as a result. Pursuant to the terms of the Agreement and as a condition of my receipt of the Shares, I understand and agree that, for each vesting date, I must sell a number of shares sufficient to satisfy all withholding taxes applicable to that ordinary income. Therefore, **I hereby direct Schwab to sell, at the market price and on each vesting date listed above (or the first business day thereafter if a vesting date should fall on a day when the market is closed), the number of Shares that Akamai informs Schwab is sufficient to satisfy the applicable withholding taxes, which shall be calculated based on the closing price of Akamai's common stock on the last trading day before each vesting date.** I understand that Schwab will remit the proceeds to Akamai for payment of the withholding taxes.

I hereby agree to indemnify and hold Schwab harmless from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of any (i) negligent act, omission or willful misconduct by Akamai in carrying out actions pursuant to the third sentence of the preceding paragraph and (ii) any action taken or omitted by Schwab in good faith reliance upon instructions herein or upon instructions or information transmitted to Schwab by Akamai pursuant to the third sentence of the preceding paragraph.

I understand and agree that by signing below or effecting an online acceptance of the Agreement, I am making an Irrevocable Standing Order to Sell Shares which will remain in effect until all of the shares have vested. I also agree that this Irrevocable Standing Order to Sell Shares is in addition to and subject to the terms and conditions of any existing Account Agreement that I have with Schwab.

____
Signature

____
Print Name

AKAMAI TECHNOLOGIES, INC.

Performance-Based Restricted Stock Unit Agreement

Granted Under the 2009 Stock Incentive Plan

1. Grant of Award.

This Agreement evidences the grant by Akamai Technologies, Inc., a Delaware corporation (the "Company") on February __, 2012 (the "Grant Date") to you (the "Participant") of restricted stock units of the Company (individually, an "RSU" and collectively, the "RSUs"), subject to the terms and conditions set forth in this Restricted Stock Unit Agreement (the "Agreement") and the Company's 2009 Stock Incentive Plan (the "Plan"). Each RSU represents the right to receive one share of the common stock, par value $.01 per share, of the Company ("Common Stock") as provided in this Agreement. The number of shares issuable is _____________. The shares of Common Stock that are issuable upon vesting of the RSUs are referred to in this Agreement as "Shares." Capitalized terms used but not defined in this Agreement shall have the meanings specified in the Plan.

2. Vesting; Forfeiture.

(a) Subject to the terms and conditions of this Agreement including, without limitation, Paragraph 2(b) below, the number of Shares issuable pursuant to the calculation set forth in Schedule 1 to this Agreement shall vest as follows: _____________________. Such date or any other date on which shares vest under this Agreement may be referred to herein as a "Vesting Date."

(b) Except as otherwise provided in Schedule 1, RSUs shall not continue to vest unless the Participant is, and has been at all times since the Grant Date, an employee, officer or director of, or consultant or advisor to, the Company. For purposes of this Agreement, employment with the Company shall include employment with a parent, subsidiary, affiliate or division of the Company.

3. Distribution of Shares.

(a) The Company will distribute to the Participant the Shares of Common Stock represented by vested RSUs as follows: within 30 days of the Vesting Date.

(b) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any RSU (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

(c) Neither the Company nor the Participant shall have the right to accelerate or defer the delivery of any shares under this Agreement except to the extent specifically permitted under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any RSUs, or any interest therein, except by will or the laws of descent and distribution.

5. Dividend and Other Shareholder Rights.

Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the RSUs granted hereunder until the Shares have been delivered to the Participant.

6. Provisions of the Plan; Acquisition Event or Change in Control Event.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is made available to the Participant with this Agreement.

(b) Upon the occurrence of an Acquisition Event (as defined in the Plan), each RSU (whether vested or unvested) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Acquisition Event in the same manner and to the same extent as they applied to the Common Stock subject to such RSU.

(c) Upon the occurrence of a Change in Control Event (regardless of whether such event also constitutes an Acquisition Event), effective as of immediately prior to the Change in Control Event, a pro rated number of then-unvested RSUs, equal to 100% of the then-outstanding number of unvested RSUs issuable upon achievement of target performance metrics as set forth on Schedule I, shall vest; pro ration shall be based on the percentage of the vesting period that has elapsed as of the closing date of the Change in Control Event since the Grant Date (e.g., if the closing date of the Change in Control Event were April 1, 2020 and the Vesting Date for a three year vesting period was October 1, 2021, then the number of Shares issuable would be 50% of the Shares issuable at target performance (18 months/36 months)).

7. Withholding Taxes.

(a) Regardless of any action the Company or the Participant's employer ("Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains the Participant's responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Unit award, including the grant and vesting of the Restricted Stock Units, the receipt of cash or any dividends or dividend equivalents; and (2) do not commit to structure the terms of the award or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items.

(b) In the event that the Company, subsidiary, affiliate or division is required to withhold any Tax-Related Items as a result of the award or vesting of the Restricted Stock Units, or the receipt of cash or any dividends or dividend equivalents, the Participant shall pay or make adequate arrangements satisfactory to the Company, subsidiary, affiliate or division to satisfy all withholding and payment on account obligations of the Company, subsidiary, affiliate or division. The obligations of the Company under this Agreement, including the delivery of shares upon vesting, shall be conditioned on compliance by the Participant with this Section 7. In this regard, the Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by the Participant from his or her wages or other cash compensation paid to the Participant by the Company and/or the Employer. Alternatively, or in addition, if permissible under local law, the Company may withhold in shares of Common Stock an amount of shares sufficient to cover the Participant's tax liability.

(c) The Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's award that cannot be satisfied by the means previously described.

(d) As a condition to receiving any Shares, on the date of this Agreement, Participant must execute the Irrevocable Standing Order to Sell Shares attached hereto, which authorizes the Company and Charles Schwab & Co., Inc. (or such substitute brokerage firm as is contracted to manage the Company's employee equity award program, the "Broker") to take the actions described in Section 7(b) and this Section 7(d) (the "Standing Order").

(e) Participant understands and agrees that the number of Shares that the Broker will sell will be based on the closing price of the Common Stock on the last trading day before the applicable Vesting Date. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the Shares pursuant to this Section 7.

(f) Participant agrees that the proceeds received from the sale of Shares pursuant to Section 7(d) will be used to satisfy the Tax-Related Items and, accordingly, Participant hereby authorizes the Broker to pay such proceeds to the Company for such purpose. Participant understands that to the extent that the proceeds obtained by such sale exceed the amount necessary to satisfy the Tax-Related Items, such excess proceeds shall be deposited into the Participants account with Broker. Participant further understands that any remaining Shares shall be deposited into such account.

(g) The Participant represents to the Company that, as of the date hereof, he is not aware of any material nonpublic information about the Company or the Common Stock. The Participant and the Company have structured this Agreement to constitute a “binding contract” relating to the sale of Common Stock pursuant to this Section 7, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934 under Rule 10b5-1(c) promulgated under such Act.

8. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the RSUs pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement; Conflicts and Interpretation. This Agreement and the Plan constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Board of Directors (or a committee thereof) has the power, among other things, to (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

(h) Amendment. The Company may modify, amend or waive the terms of this Agreement prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, NASDAQ or stock exchange rules, tax rules or accounting rules. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors (or a committee thereof) of the Company. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(j) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the RSUs awarded under and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. Electronic acceptance of this Agreement pursuant to the Company's instructions to Participant (including through an online acceptance process managed by the Company's agent) is acceptable.

AKAMAI TECHNOLOGIES, INC.

By:___________________________
Name:
Title:

____
[Name of Participant]

Address:

IRREVOCABLE STANDING ORDER TO SELL SHARES

The Participant has been granted restricted stock units (“RSUs”) by Akamai Technologies, Inc. (“Akamai”), which is evidenced by a restricted stock unit agreement between me and Akamai (the “Agreement,” copy attached). Provided that I remain employed by Akamai on each vesting date, the shares vest according to the provisions of the Agreement.

I understand that on each vesting date, the shares issuable in respect of vested RSUs (the “Shares”) will be deposited into my account at Charles Schwab & Co., Inc. (“Schwab”) and that I will recognize taxable ordinary income as a result. Pursuant to the terms of the Agreement and as a condition of my receipt of the Shares, I understand and agree that, for each vesting date, I must sell a number of shares sufficient to satisfy all withholding taxes applicable to that ordinary income. Therefore, **I hereby direct Schwab to sell, at the market price and on each vesting date listed above (or the first business day thereafter if a vesting date should fall on a day when the market is closed) or as soon as practicable thereafter, the number of Shares that Akamai informs Schwab is sufficient to satisfy the applicable withholding taxes, which shall be calculated based on the closing price of Akamai's common stock on the last trading day before each vesting date.** I understand that Schwab will remit the proceeds to Akamai for payment of the withholding taxes.

I hereby agree to indemnify and hold Schwab harmless from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of any (i) negligent act, omission or willful misconduct by Akamai in carrying out actions pursuant to the third sentence of the preceding paragraph and (ii) any action taken or omitted by Schwab in good faith reliance upon instructions herein or upon instructions or information transmitted to Schwab by Akamai pursuant to the third sentence of the preceding paragraph.

I understand and agree that by signing below or effecting an online acceptance of the Agreement, I am making an Irrevocable Standing Order to Sell Shares which will remain in effect until all of the shares have vested. I also agree that this Irrevocable Standing Order to Sell Shares is in addition to and subject to the terms and conditions of any existing Account Agreement that I have with Schwab.

____
Signature

____
Print Name

SCHEDULE 1

VESTING CRITERIA FOR RSUs

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Paul Sagan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Akamai Technologies, 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 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 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.

/s/ PAUL SAGAN

Paul Sagan, Chief Executive Officer

Date: November 9, 2012

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, James Benson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Akamai Technologies, 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 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 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.

/s/ James Benson

Date: November 9, 2012

James Benson, 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 on Form 10-Q of Akamai Technologies, Inc. (the “Company”) for the period ended September 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Paul Sagan, Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that to his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ PAUL SAGAN

Paul Sagan, Chief Executive Officer

Date: November 9, 2012

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 on Form 10-Q of Akamai Technologies, Inc. (the “Company”) for the period ended September 30, 2012 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, James Benson, Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that to his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ James Benson

Date: November 9, 2012

James Benson, Chief Financial Officer