

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

**FORM S-8**

**REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933**

**AKAMAI TECHNOLOGIES, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation or Organization)

**04-3432319**

(I.R.S. Employer Identification No.)

**145 Broadway  
Cambridge, MA**

(Address of Principal Executive Offices)

**02142**

(Zip Code)

**Linode Limited Liability Company 2022 RSU Plan**

(Full Title of the Plan)

**Aaron S. Ahola, Esq.**

**Executive Vice President, General Counsel and Corporate Secretary**

**Akamai Technologies, Inc.**

**145 Broadway**

**Cambridge, Massachusetts 02142**

(Name and Address of Agent For Service)

**617-444-3000**

(Telephone Number, Including Area Code, of Agent For Service)

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

Large accelerated filer        Accelerated filer          
Non-accelerated filer        Smaller reporting company      
Emerging growth company   

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

## Explanatory Note

On March 21, 2022, pursuant to the Membership Interests Purchase Agreement, dated as of February 11, 2022, by and among Akamai Technologies, Inc. (the “Registrant”), Linode Limited Liability Company (“Linode”), Linode Holdings LLC, and Christopher Aker (the “Purchase Agreement”), the Registrant acquired all of the outstanding equity of Linode (the “Closing”).

Pursuant to the Purchase Agreement and effective as of the Closing, (1) the Registrant assumed the Linode Limited Liability Company 2022 RSU Plan (the “Plan”) and all restricted stock unit (“RSU”) awards made thereunder and (2) each RSU award under the Plan converted into a restricted stock unit award with respect to the Registrant’s common stock, on the same terms and conditions as applied to such RSU award immediately prior to the Closing, except that the number of shares of the Registrant’s common stock subject to such RSU award is equal to (x) (i) the percentage interest set forth in the applicable RSU award multiplied by (ii) the aggregate consideration paid at the Closing in respect of Linode’s equity securities, divided by (y) the average closing price of the Registrant’s common stock for the thirty (30) trading day period ending on the last trading day immediately preceding the Closing. Based on the foregoing, at the Closing, the Registrant assumed RSU awards with respect to an aggregate of 172,271 shares of the Registrant’s common stock.

This registration statement is being filed by the Registrant in connection with the registration of the Registrant’s common stock issuable to eligible employees of the Registrant or its subsidiaries pursuant to awards granted under the Plan, which was assumed by the Registrant in accordance with the terms of the Purchase Agreement. No new equity awards may be granted under the Plan.

**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**Item 1. Plan Information.**

The information required by Item 1 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the “Securities Act”).

**Item 2. Registrant Information and Employee Plan Annual Information.**

The written statement required by Item 2 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The registrant is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the “Commission”). The following documents, which are on file with the Commission, are incorporated in this registration statement by reference:

(a) The registrant’s latest annual report filed pursuant to Section 13(a) or 15(d) of the Exchange Act or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act that contains audited financial statements for the registrant’s latest fiscal year for which such statements have been filed.

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above.

(c) The description of the securities contained in the registrant’s registration statements on Form 8-A filed under the Exchange Act, as the description therein has been updated and superseded by the description of the registrant’s capital stock contained in Exhibit 4.4 to the registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2019, as filed with the Commission on February 28, 2020, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

**Item 4. Description of Securities.**

Not applicable.

## **Item 5. Interests of Named Experts and Counsel.**

Wilmer Cutler Pickering Hale and Dorr LLP (“WilmerHale”) has opined as to the legality of the securities being offered by this registration statement.

## **Item 6. Indemnification of Directors and Officers.**

Section 102 of the Delaware General Corporation Law, as amended, allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The registrant has included such a provision in its Amended and Restated Certificate of Incorporation, as amended (the “Amended and Restated Certificate of Incorporation”).

Section 145 of the Delaware General Corporation Law, as amended, provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145 further provides that a corporation similarly may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite an adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Article SEVENTH of the registrant’s Amended and Restated Certificate of Incorporation provides that no director of the registrant shall be personally liable for any monetary damages for any breach of fiduciary duty as a director, except to the extent that the Delaware General Corporation Law prohibits the elimination or limitation of liability of directors for breach of fiduciary duty.

Article EIGHTH of the registrant’s Amended and Restated Certificate of Incorporation provides that each director or officer of the registrant: (a) shall be indemnified by the registrant against all expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement incurred in connection with

any litigation or other legal proceeding (other than an action by or in the right of the registrant) brought against him or her by virtue of his or her position as a director or officer of the registrant if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful and (b) shall be indemnified by the registrant against all expenses (including attorneys' fees) and amounts paid in settlement incurred in connection with any action by or in the right of the registrant brought against him or her by virtue of his or her position as a director or officer of the registrant if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant, except that no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the registrant, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that a director or officer has been successful, on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, he or she is required to be indemnified by the registrant against all expenses (including attorneys' fees) incurred in connection therewith. Expenses shall be advanced to a director or officer at his or her request, provided that he or she undertakes to repay the amount advanced if it is ultimately determined that he or she is not entitled to indemnification for such expenses.

Article EIGHTH of the registrant's Amended and Restated Certificate of Incorporation provides that indemnification is required to be made unless the registrant determines that the applicable standard of conduct required for indemnification has not been met. In the event of a determination by the registrant that the director or officer did not meet the applicable standard of conduct required for indemnification, or if the registrant fails to make an indemnification payment within 60 days after such payment is claimed by such person, such person is permitted to petition the court to make an independent determination as to whether such person is entitled to indemnification. As a condition precedent to the right of indemnification, the director or officer must give the registrant notice of the action for which indemnity is sought and the registrant has the right to participate in such action or assume the defense thereof.

Article EIGHTH of the registrant's Amended and Restated Certificate of Incorporation further provides that the indemnification provided therein is not exclusive, and provides that in the event that the Delaware General Corporation Law is amended to expand the indemnification permitted to directors or officers, then the registrant must indemnify those persons to the fullest extent permitted by such law as so amended.

The registrant has purchased directors' and officers' liability insurance which would indemnify its directors and officers against damages arising out of certain kinds of claims which might be made against them based on their negligent acts or omissions while acting in their capacity as such.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

## Item 8. Exhibits.

The following exhibits are filed with or incorporated by reference in this registration statement:

<u>Number</u>	<u>Description</u>
4.1(1)	<a href="#">Amended and Restated Certificate of Incorporation of the Registrant, as amended</a>
4.2(2)	<a href="#">Amended and Restated By-laws of the Registrant, as amended</a>
5.1	<a href="#">Opinion of Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Registrant</a>
23.1	<a href="#">Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)</a>
23.2	<a href="#">Consent of PricewaterhouseCoopers LLP</a>
24.1	<a href="#">Power of attorney (included on the signature pages of this registration statement)</a>
99.1	<a href="#">Linode Limited Liability Company 2022 RSU Plan</a>
107	<a href="#">Filing Fee Table</a>

(1) Incorporated by reference to the Registrant's Current Report on Form 8-K (File No. 000-27275, 18884226) filed with the Securities and Exchange Commission on June 6, 2018.

(2) Incorporated by reference to the Registrant's Annual Report on Form 10-K (File No. 000-27275, 20670264) filed with the Securities and Exchange Commission on February 28, 2020.

## Item 9. Undertakings.

1. Item 512(a) of Regulation S-K. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however,* that paragraphs (1)(i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. Item 512(b) of Regulation S-K. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
  
3. Item 512(h) of Regulation S-K. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Cambridge, Massachusetts, on this 21st day of March, 2022.

AKAMAI TECHNOLOGIES, INC.

By: /s/ Aaron S. Ahola

Aaron S. Ahola

Executive Vice President, General Counsel and Corporate Secretary

## POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Akamai Technologies, Inc., hereby severally constitute and appoint F. Thomson Leighton, Edward McGowan and Aaron Ahola, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable Akamai Technologies, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.



<b><u>Signature</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<u>/s/ F. Thomson Leighton</u> F. Thomson Leighton	President and Chief Executive Officer and Director (Principal Executive Officer)	March 21, 2022
<u>/s/ Edward McGowan</u> Edward McGowan	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	March 21, 2022
<u>/s/ Laura Howell</u> Laura Howell	Chief Accounting Officer (Principal Accounting Officer)	March 21, 2022
<u>/s/ Sharon Y. Bowen</u> Sharon Y. Bowen	Director	March 21, 2022
<u>/s/ Marianne C. Brown</u> Marianne C. Brown	Director	March 21, 2022
<u>/s/ Monte E. Ford</u> Monte E. Ford	Director	March 21, 2022
<u>/s/ Jill A. Greenthal</u> Jill A. Greenthal	Director	March 21, 2022
<u>/s/ Daniel R. Hesse</u> Daniel R. Hesse	Director	March 21, 2022
<u>/s/ Peter T. Killalea</u> Peter T. Killalea	Director	March 21, 2022
<u>/s/ Jonathan F. Miller</u> Jonathan F. Miller	Director	March 21, 2022
<u>/s/ Madhu Ranganathan</u> Madhu Ranganathan	Director	March 21, 2022
<u>/s/ Bernardus Verwaayen</u> Bernardus Verwaayen	Director	March 21, 2022
<u>/s/ William R. Wagner</u> William R. Wagner	Director	March 21, 2022

**Calculation of Filing Fee Tables**

**Form S-8**  
(Form Type)

**Akamai Technologies Inc.**  
(Exact Name of Registrant as Specified in its Charter)

**Table 1—Newly Registered Securities**

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.01 par value per share	Other	172,271 shares (2)	\$108.78 (3)	\$18,739,640 (3)	\$92.70 per \$1,000,000	\$1,737.17
<b>Total Offering Amounts</b>					\$18,739,640		\$1,737.17
<b>Total Fee Offsets</b>							\$0
<b>Net Fee Due</b>							\$1,737.17

- (1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this registration statement shall be deemed to cover any additional securities that may from time to time be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (2) Represents shares issuable under the Linode Limited Liability Company 2022 RSU Plan, which was assumed by the Registrant pursuant to a Membership Interests Purchase Agreement, dated as of February 11, 2022, by and among the Registrant, Linode Limited Liability Company, Linode Holdings LLC, and Christopher Aker.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended, and based upon the average of the high and low prices of the Registrant's Common Stock as reported on the Nasdaq Global Select Market on March 14, 2022.

March 21, 2022

Akamai Technologies, Inc.  
145 Broadway  
Cambridge, Massachusetts 02142

Re: Linode Limited Liability Company 2022 RSU Plan

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to an aggregate of 172,271 shares of common stock, \$0.01 par value per share (the "Shares"), of Akamai Technologies, Inc., a Delaware corporation (the "Company"), issuable under the Linode Limited Liability Company 2022 RSU Plan (the "Plan").

We have examined the Certificate of Incorporation and By-laws of the Company, each as amended and restated to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Plan, to register and qualify the Shares for sale under all applicable state securities or "blue sky" laws.

We express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the Commonwealth of Massachusetts, the General Corporation Law of the State of Delaware and the federal laws of the United States of America.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plan, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

WILMER CUTLER PICKERING HALE AND DORR LLP

By: /s/ Caroline Dotolo  
Caroline Dotolo, a Partner

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Akamai Technologies, Inc. of our report dated February 28, 2022 relating to the financial statements, and the effectiveness of internal control over financial reporting, which appears in Akamai Technologies, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ PricewaterhouseCoopers LLP  
Boston, Massachusetts  
March 21, 2022

LINODE LIMITED LIABILITY COMPANY  
2022 RSU PLAN

1. Purpose. The purpose of this 2022 RSU Plan (the “Plan”) of Linode Limited Liability Company, a New Jersey limited liability company (or its successor, the “Company”), is to advance the interests of the Company by enhancing the Company’s ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities that are intended to align their interests with those of the holders of Common Equity (as such term is defined below). Except where the context otherwise requires, the term “Company” shall include any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”) and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest.

2. Eligibility. The employees of the Company are eligible to be granted awards of RSUs (as defined in Section 5) under the Plan. Each person who is granted an award under the Plan is deemed a “Participant.”

3. Administration and Delegation. The Plan will be administered by the Board of Directors, Board of Managers, Managing Member (as such term is defined in the Second Amended and Restated Operating Agreement of the Company (the “LLC Agreement”), effective on February 10, 2022, by and between the Company and Linode Holdings LLC, a New Jersey limited liability company (“Holdings”)) or similar governing body of the Company, as applicable (the “Board”); provided, that, the Board may delegate to one or more agents, representatives, officers or employees of the Company, or committees the administrative responsibilities and authority hereunder. The Board or its delegate, if applicable, shall be referred to hereunder as the “Administrator.” Subject to and consistent with the provisions of the Plan, the Administrator shall have the authority and discretion to: (i) determine which eligible employees will receive an award under the Plan, (ii) determine the percentage of the Total Company Interests (as defined below) to be covered by each award under the Plan, (iii) determine the terms and conditions of any award under the Plan (including the vesting and settlement schedule), (iv) approve the instruments evidencing an RSU and other documentation for use under the Plan, (v) adopt, alter, and repeal administrative rules, guidelines, and practices governing the operation of the Plan, (vi) interpret the provisions of the Plan and any award documentation and remedy any ambiguities, omissions, or inconsistencies therein, (vii) modify or amend any award under the Plan, or grant waivers of Plan or award conditions, and (viii) make all other determinations necessary or advisable for the administration of the Plan. All decisions by the Administrator shall be made in the Administrator’s sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any award thereunder. No committee or person acting pursuant to the authority delegated to it or him or her by the Board shall be liable for any action or determination relating to or under the Plan made in good faith.

4. Total Company Interests Available. Up to 2.7% of the total equity interests of the Company on a fully diluted basis (after giving effect to such awards) (the “Total Company Interests”) shall be available with respect to awards under the Plan.

5. RSUs.

(a) General. The Administrator may grant a Participant an award (an “RSU”) under the Plan. Each RSU entitles the recipient to receive an aggregate percentage of the Total Company Interests (such recipient’s “Percentage Interest”) to be delivered at a future date or dates (based on the vesting schedule thereof) on or after the date such RSU (or portion thereof) vests. The Administrator shall determine the terms and conditions of the RSU, including the conditions for vesting, repurchase and forfeiture.

Notwithstanding anything contained herein, in no event shall any RSU (or portion thereof) vest or become payable to any extent prior to the Akamai Transaction Closing.

(b) Settlement. Subject to Section 6(b)(2)(i) hereof, upon the settlement of each RSU (or portion thereof), the Participant shall be entitled to receive from the Company Common Equity representing the percentage of the Total Company Interests provided in the applicable RSU instrument (or the applicable portion thereof based on the vesting schedule thereof).

(c) Voting Rights. A Participant shall have no voting rights with respect to any RSU.

#### 6. Adjustments for Changes in the Common Equity and Certain Other Events.

(a) Changes in Capitalization. In the event of any split, reverse split, dividend, recapitalization, combination, reclassification, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of the common equity securities of the Company (including Interests (as defined in the LLC Agreement)) (the "Common Equity") other than an ordinary cash dividend, each outstanding RSU shall be equitably adjusted by the Company (or substituted awards may be made, if applicable) in the manner determined by the Administrator. If this Section 6(a) applies and Section 6(b) also applies to any event, Section 6(b) shall be applicable to such event, and this Section 6(a) shall not be applicable.

#### (b) Akamai Transaction; Change in Control Events.

##### (1) Definitions.

(i) "Akamai Transaction" means the transactions contemplated by the Membership Interests Purchase Agreement (the "Akamai MIPA"), dated as of February 11, 2022, entered into by and among Akamai Technologies, Inc., a Delaware corporation ("Akamai"), the Company, Holdings, and Christopher Aker (the "Akamai Transaction").

(ii) A "Change in Control Event" shall mean any of the following events occurring after the closing (the "Akamai Transaction Closing") of the Akamai Transaction:

(A) any merger or consolidation of the Company with or into another entity as a result of which the Common Equity is converted into or exchanged for the right to receive cash, securities or other property or is canceled;

(B) any exchange of Common Equity for cash, securities or other property pursuant to a share exchange or other transaction;

(C) any merger or consolidation which results in the voting securities of the Company outstanding immediately prior thereto representing immediately thereafter (either by remaining outstanding or by being converted into voting securities of the surviving or acquiring entity) less than 50% of the combined voting power of the voting securities of the Company or such surviving or acquiring entity outstanding immediately after such merger or consolidation;

(D) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership of any equity securities of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (I) the then-outstanding Common Equity (the "Outstanding Company Equity") or (II) the combined voting power of the then-outstanding voting securities of the Company entitled to vote

generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (D), the following acquisitions shall not constitute a Change in Control Event: (W) any acquisition directly from the Company, (X) any acquisition by the Company, (Y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (Z) any acquisition by any corporation pursuant to a transaction which results in all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Equity and Outstanding Company Voting Securities immediately prior to such transaction beneficially owning, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such transaction (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such transaction, of the Outstanding Company Equity and Outstanding Company Voting Securities, respectively;

(E) any sale of all or substantially all of the assets of the Company; or

(F) the complete liquidation of the Company.

For the avoidance of doubt, in no event shall the consummation of the Akamai Transaction constitute a Change in Control Event.

(iii) “Good Reason” shall mean (A) a material reduction in the Participant’s base compensation; or (B) a requirement 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; provided, however, that no such event shall constitute Good Reason unless (X) the Participant gives the Company a written notice of termination for Good Reason not more than 90 days after the initial existence of the condition, (Y) the grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days of its receipt of such notice and (Z) the Participant’s termination of employment occurs within one year following the Company’s receipt of such notice.

(iv) “Cause” shall mean (A) any act or omission by the Participant that has a significant adverse effect on the Company’s business or on the Participant’s ability to perform services for the Company, 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 the Company’s code of business ethics.

(2) Effect on RSUs.

(i) Akamai Transaction. At the Akamai Transaction Closing, it shall be required that (1) Akamai shall assume the Plan and all RSUs made thereunder, effective as of the Akamai Transaction Closing, and (2) each RSU under the Plan will automatically be converted into a restricted stock unit award with respect to Akamai’s common stock, on the same terms and conditions as applied to such RSU immediately prior to the Akamai Transaction Closing, except that the number of shares of Akamai common stock subject to such RSU shall be equal to (x) (i) the Percentage Interest set forth in the applicable instrument evidencing the RSU multiplied by (ii) the Estimated Closing Consideration (as defined in the Akamai MIPA), divided by (y) the average closing price of Akamai’s common stock for the thirty (30) trading day period ending on the last trading day immediately preceding the Akamai Transaction Closing. Following the Akamai Transaction Closing, references to the Company in the Plan (including the provisions of Section 6(b)(1)(ii)) shall be references to Akamai, and references to Common



Equity in the Plan (including the provisions of Section 6(b)(1)(ii)) shall be to common stock of Akamai. For the avoidance of doubt, following the Akamai Transaction Closing, RSUs shall be settled in Akamai common stock and shall not entitle any Participant to any specific percentage of Akamai's equity securities or class thereof.

(ii) Change in Control Events. In the case of a Change in Control Event, the parties thereto may cause the assumption or continuation of RSUs theretofore granted by the successor entity, or the substitution of such RSUs with new awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares, as such parties shall agree. To the extent the parties to such Change in Control Event do not provide for the assumption, continuation or substitution of RSUs, upon the effective time of the Change in Control Event, the Plan and all outstanding RSUs granted hereunder shall terminate. In such case, except to the extent specifically provided to the contrary in the instrument evidencing the RSU or any other documentation between the Participant and the Company, all RSUs that are not vested immediately prior to the effective time of the Change in Control Event shall become fully vested as of immediately prior to the effective time of the Change in Control Event. In the event of a termination of outstanding RSUs granted under the Plan upon a Change in Control Event, the Company shall have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to Participants holding RSUs in an amount equal to the price paid for each share of Common Equity in the Change in Control Event multiplied by the number of vested shares of Common Equity underlying such RSUs.

For purposes of this Section 6(b)(2)(ii), an RSU shall be considered assumed if, following consummation of the Change in Control Event, such RSU confers the right to purchase or receive pursuant to the terms of such award, for each share of the Common Equity subject to the award immediately prior to the consummation of the Change in Control Event, the consideration (whether cash, securities or other property) received as a result of the Change in Control Event by holders of the Common Equity for each share of the Common Equity held immediately prior to the consummation of the Change in Control Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Common Equity); *provided, however*, that if the consideration received as a result of the Change in Control Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise or settlement of the RSU to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Administrator determined to be equivalent in value (as of the date of such determination or another date specified by the Administrator) to the per share consideration received by holders of outstanding Common Equity as a result of the Change in Control Event.

To the extent the parties to a Change in Control Event provide for the assumption, continuation or substitution of RSUs, except to the extent specifically provided to the contrary in the instrument evidencing the RSU or any other documentation between the Participant and the Company, each such assumed, continued or substituted RSU shall become immediately vested, exercisable, or free from forfeiture, as applicable, upon the termination of the Participant's employment if the Participant's employment with the Company or a successor corporation is terminated for Good Reason by the Participant or is terminated without Cause by the Company or the successor corporation, in either case on or prior to the first anniversary of the date of the consummation of the Change in Control Event.

For the avoidance of doubt, this Section 6(b)(2)(ii) shall not apply in connection with the Akamai Transaction.

## 7. General Provisions.

(a) Transferability. Except as otherwise provided by the Administrator, RSUs shall not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, other than by will or the laws of descent and distribution or pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant; provided, further, that the Company shall not be required to recognize any such transfer until such time as the Participant and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the RSUs. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees. For the avoidance of doubt, nothing contained in this Section 7(a) shall be deemed to restrict a transfer to the Company.

(b) Documentation. Each RSU shall be evidenced in such form (written, electronic or otherwise) as the Administrator shall determine. Each RSU may contain terms and conditions in addition to (but, except as expressly contemplated by another provision herein, not inconsistent with) those set forth in the Plan.

(c) Administrator Discretion. The terms of each RSU need not be identical, and the Administrator need not treat Participants uniformly.

(d) Termination of Status. The Administrator shall determine the effect on an RSU of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights, or receive any benefits, under an RSU.

(e) Withholding. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver certificates or otherwise recognize ownership of the Common Equity under an RSU. The Company may elect to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue the Common Equity on vesting or release from forfeiture of an RSU, unless the Company determines otherwise. The Administrator may require the Company's tax withholding obligations to be satisfied, in whole or in part, by delivery (either by actual delivery or attestation) of the Common Equity, including the Common Equity retained from an RSU creating the tax obligation, valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Company); provided, however, except as otherwise provided by the Administrator, that the total tax withholding where the Common Equity is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income), except that, to the extent that the Company is able to retain the Common Equity having a fair market value (determined by, or in a manner approved by, the Company) that exceeds the statutory minimum applicable withholding tax without financial accounting implications or the Company is withholding in a jurisdiction that does not have a statutory minimum withholding tax, the Company may retain such portion of the Common Equity (up to the portion of the Common Equity having a fair market value equal to the maximum individual statutory rate of tax (determined by, or in a manner approved by, the Company)) as the Company shall determine in its sole discretion to satisfy the tax liability associated with any RSU. The Administrator may also require the Company's tax withholding obligation to be satisfied, in whole or in part, by an arrangement whereby a certain number of shares of Common Stock issued pursuant to any RSU are immediately sold and proceeds from such sale are remitted to the Company in an amount that would satisfy the withholding amount due. The Common Equity used to satisfy tax withholding requirements cannot be subject to any

forfeiture, unfulfilled vesting or other similar requirements. In the event of a Change in Control Event in which an RSU is assumed, the withholding provisions of this Section 7(e) shall apply with respect to the securities deliverable with respect to such assumed award.

(f) Amendment of an RSU. The Administrator may amend, modify (including by accelerating the vesting provisions of such award) or terminate any outstanding RSU, including but not limited to, substituting therefor another RSU of the same type, provided that the Participant's consent to such action shall be required unless either (i) the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Participant or (ii) that the change is permitted under Section 6 hereof; provided, however, that (x) the Administrator may not terminate, amend, modify or waive any provision of an RSU prior to the Akamai Transaction Closing without Akamai's prior written consent; and (y) notwithstanding the foregoing clause (x), any RSU granted hereunder may be amended, modified or terminated by the Administrator in its sole discretion without the Participant's or Akamai's consent in the event that the Akamai MIPA is terminated pursuant to Section 10.1 thereof.

(g) Conditions on Delivery of the Common Equity. The Company will not be obligated to deliver any Common Equity pursuant to the Plan or to remove restrictions from the Common Equity previously delivered under the Plan until (i) all conditions of the RSU have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such Common Equity have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

#### 8. Miscellaneous.

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an RSU by virtue of the adoption of the Plan, and the grant of an RSU shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable RSU.

(b) No Rights As a Common Equity Holder. Subject to the provisions of the applicable RSU, no Participant or Designated Beneficiary shall have any rights as an equity holder of the Company with respect to any Common Equity to be issued with respect to an RSU until becoming the record holder of such Common Equity.

(c) Effective Date and Term of Plan. The Plan shall become effective on the date the Plan is adopted by the Company (the "Effective Date"). No RSU shall be granted under the Plan after the Akamai Transaction Closing, but RSUs previously granted may extend beyond that date, as converted to cover Akamai common stock upon the Akamai Transaction Closing.

(d) Amendment of Plan. The Administrator may amend, suspend or terminate the Plan or any portion thereof at any time; provided, that, the Administrator may not terminate, amend, modify or waive any provision of the Plan prior to the Akamai Transaction Closing without Akamai's prior written consent. Notwithstanding the foregoing proviso or anything contained herein, the Administrator may amend, suspend or terminate the Plan without Akamai's consent (i) so long as no RSUs are outstanding hereunder or (ii) in the event that the Akamai MIPA has been terminated pursuant to Section 10.1 thereof. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this

Section 8(d) shall apply to, and be binding on the holders of, all RSUs outstanding under the Plan at the time the amendment is adopted, provided the Administrator determines that such amendment, taking into account any related action, does not materially and adversely affect the rights of Participants under the Plan.

(e) Provisions for Foreign Participants. The Administrator may modify RSUs granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to recognize differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

(f) Compliance With Code Section 409A. Except as provided in individual instrument evidencing the RSU initially or by amendment, if and to the extent any portion of any payment, compensation or other benefit provided to a Participant in connection with his or her employment termination is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the Participant is a specified employee as defined in Section 409A(a) (2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination the Participant (through accepting the RSU) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of “separation from service” (as determined under Code Section 409A) (the “New Payment Date”), except as Code Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule. The Company shall have no liability to a Participant, or any other party if an RSU that is intended to be exempt from, or compliant with, Code Section 409A is not so exempt or compliant or for any action taken by the Administrator.

(g) Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee, or agent of the Company will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument he or she executes in his or her capacity as a director, officer, other employee, or agent of the Company. The Company will indemnify and hold harmless each director, officer, other employee, or agent of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys’ fees) or liability (including any sum paid in settlement of a claim with the Administrator’s approval) arising out of any act or omission to act concerning this Plan unless arising out of such person’s own fraud or bad faith.

(h) Authorization of Sub-Plans. The Administrator may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities or tax laws of various jurisdictions. The Administrator shall establish such sub-plans by adopting supplements to the Plan containing (i) such limitations on the Administrator’s discretion under the Plan as the Administrator deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Administrator shall deem necessary or desirable. All supplements adopted by the Administrator shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(i) Governing Law. The provisions of the Plan and all RSUs made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.