

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report: February 18, 2014
(Date of earliest event reported)

AKAMAI TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

0-27275
(Commission File Number)

04-3432319
(IRS Employer Identification No.)

8 Cambridge Center
Cambridge, Massachusetts 02142
(Address of principal executive offices) (Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

Item 2.01 Completion of Acquisition or Disposition of Assets.

On February 18, 2014, Akamai Technologies, Inc. (the "Company" or "Akamai") completed its acquisition of Prolexic Technologies, Inc. ("Prolexic") pursuant to the terms of an Agreement and Plan of Merger dated December 2, 2013 by and among Akamai, Panther Acquisition Corp., a wholly-owned subsidiary of Akamai (the "Sub"), Prolexic, certain principal shareholders of Prolexic (the "Principal Stockholders") and a representative of the selling equity holders of Prolexic (the "Representative") (the "Original Merger Agreement"), as amended by that certain First Amendment to Agreement and Plan of Merger dated January 27, 2014 by and among Akamai, the Sub, Prolexic, the Principal Stockholders and the Representative (the "First Amendment" and, together with the Original Merger Agreement, the "Merger Agreement"). The acquisition of Prolexic was accomplished through the merger of the Sub with and into Prolexic (the "Merger"). In accordance with the terms of the Merger Agreement and the General Corporation Law of the State of Delaware, Prolexic survived the Merger as the surviving corporation and, as the surviving corporation, became a wholly owned subsidiary of the Company.

On February 18, 2014, at the closing of the transactions contemplated by the Merger (the "Closing"), the Company paid to the holders of Prolexic's capital stock and the holders of vested warrants and options to purchase shares of Prolexic capital stock (collectively, the "Equityholders") an aggregate of approximately \$337.1 million in cash. The amount paid to the Equityholders at the Closing is subject to a post-closing purchase price adjustment process with respect to the net amount of cash, unpaid transaction expenses, working capital and specified other debt and liabilities of Prolexic at Closing. Akamai also assumed all unvested options to purchase shares of Prolexic capital stock; such options have been converted into options to purchase shares of the Company's common stock based on a conversion ratio calculated in accordance with the provisions of the Merger Agreement. The Company deposited \$50.4 million in cash into an escrow fund for the purposes of securing the indemnification obligations of the Equityholders to the Company for any and all losses for which the Company is entitled to indemnification pursuant to the Merger Agreement and to provide the source of recovery for any amounts payable to the Company as a result of the post-closing purchase price adjustment process.

The foregoing descriptions of the Merger and the Merger Agreement do not purport to be complete and are qualified in their entirety by reference to the complete text of the Original Merger Agreement, a copy of which was filed as Exhibit 99.1 to the Company's Current Report on Form 8-K filed on December 2, 2013 and is incorporated herein by reference, and the First Amendment, a copy of which is filed as Exhibit 99.2 hereto and incorporated by herein by reference.

The representations, warranties and covenants contained in the Merger Agreement were made only for the purposes of the Merger Agreement, were made as of specific dates, were made solely for the benefit of the parties to the Merger Agreement and may not have been intended to be statements of fact but, rather, as a method of allocating risk and governing the contractual rights and relationships among the parties thereto.

Item 8.01 Other Events.

On February 18, 2014, the Company issued a press release announcing the completion of its acquisition of Prolexic. The full text of the press release issued in connection with the announcement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

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| 99.1 | Press release issued by the Company on February 18, 2014 |
| 99.2 | First Amendment to Agreement and Plan of Merger dated January 27, 2014 by and among Akamai Technologies, Inc., Panther Acquisition Corp., a wholly-owned subsidiary of Akamai Technologies, Inc.), Prolexic Technologies, Inc., certain principal shareholders of Prolexic Technologies, Inc. and a representative of the selling equity holders of Prolexic Technologies, Inc. |

SIGNATURE

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

AKAMAI TECHNOLOGIES, INC.

Date: February 24, 2014

By: /s/ Melanie Haratunian

Name: Melanie Haratunian

Title: Executive Vice President and General Counsel

EXHIBIT INDEX

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| | First Amendment to Agreement and Plan of Merger dated January 27, 2014 by and among Akamai Technologies, Inc., Panther Acquisition Corp., a wholly-owned subsidiary of Akamai Technologies, Inc.), Prolexic Technologies Inc., certain principal shareholders of Prolexic Technologies Inc. and a representative |
| 99.2 | of the selling equity holders of Prolexic Technologies Inc. |

FOR IMMEDIATE RELEASE**Contacts:**

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--or--

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Akamai Completes Acquisition of Prolexic

CAMBRIDGE, MA - February 18, 2014 - [Akamai Technologies, Inc.](http://www.akamai.com) (NASDAQ: AKAM) today announced it has completed its acquisition of Prolexic Technologies, Inc., a privately held company based in Hollywood, Florida that provides cloud-based security solutions for protecting data centers and enterprise IP applications from distributed denial of service (DDoS) attacks. On December 2, 2013, Akamai announced a definitive agreement between the parties pursuant to which Akamai would acquire all of the outstanding equity of Prolexic.

The combination of the two companies' technologies and teams creates a portfolio of security solutions designed to protect an enterprise's Web and IP infrastructure against application-layer, network-layer and data center attacks delivered via the Internet.

"Cyber-attacks are on the rise all over the world, with many resulting in significant economic or reputational damage to enterprises, governments, and end-users," said Tom Leighton, CEO of Akamai. "With our acquisition of Prolexic now complete, we are excited to extend the value of our combined teams and offerings to online businesses across all industries. Our focus is to optimize and secure the 'entire IP experience,' Web or otherwise, and to provide an unparalleled layer of protection against the most sophisticated of attacks without sacrificing site or application performance."

Outlook (forward-looking statement)

On its February 5, 2014 earnings call, Akamai provided its outlook for the first quarter 2014, including revenue in the range of \$426 to \$442 million and non-GAAP earnings per share (EPS) in the range of \$0.51 to \$0.55, excluding any effect from the Prolexic acquisition. The Company is now updating that guidance to incorporate the effects it anticipates from the Prolexic acquisition as described on that earnings call.

The Company expects that the Prolexic acquisition will result in additional revenue in the first quarter in the range of \$7 to \$8 million. Akamai further expects the acquisition to be dilutive to non-GAAP earnings per share by approximately \$0.01 per share during the quarter. As a result, the Company now expects first quarter 2014 results as follows:

- Revenue in a range of \$433 to \$450 million; and
- Non-GAAP earnings per share in the range of \$0.50 to \$0.54.

For more information on the full-year financial impact of the Prolexic acquisition, please refer to the Company's fourth quarter 2013 earnings call with investors held on February 5, 2014. Definitions of the Company's non-GAAP metrics are available on the Company's Investor Relations website.

About Akamai

Akamai® is the leading provider of cloud services for delivering, optimizing and securing online content and business applications. At the core of the Company's solutions is the Akamai Intelligent Platform™ providing extensive reach, coupled with unmatched reliability, security, visibility and expertise. Akamai removes the complexities of connecting the increasingly mobile world, supporting 24/7 consumer demand, and enabling enterprises to securely leverage the cloud. To learn more about how Akamai is accelerating the pace of innovation in a hyperconnected world, please visit www.akamai.com or blogs.akamai.com, and follow @Akamai on Twitter.

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The release contains information about future expectations, plans and prospects of Akamai's management that constitute forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995, including statements regarding the expected benefits of the acquisition of Prolexic. Actual results may differ materially from those indicated by these forward-looking statements as a result of various important factors including, but not limited to, expectations regarding the performance of the combined business, difficulty in integrating Prolexic's operations with Akamai's, inability to enjoy the expected benefits from Prolexic's Florida operations, failure of Akamai's network infrastructure, continuing market acceptance of our services and those provided by Prolexic and other factors that are discussed in the Company's Annual Report on Form 10-K, quarterly reports on Form 10-Q, and other documents periodically filed with the SEC.

**FIRST AMENDMENT
TO
AGREEMENT AND PLAN OF MERGER**

This FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is dated as of January 27, 2014, by and among Akamai Technologies, Inc, a Delaware corporation (the "Buyer"), Panther Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of the Buyer (the "Transitory Subsidiary"), Prolexic Technologies, Inc., a Delaware corporation (the "Company"), the Principal Stockholders identified on the signature page to this Amendment (the "Principal Stockholders"), and Shareholder Representative Services, LLC, a Colorado limited liability company (the "Representative"). Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Merger Agreement (as defined below).

WHEREAS, the Buyer, the Transitory Subsidiary, the Company, the Principal Stockholders, and the Representative are parties to that certain Agreement and Plan of Merger, dated December 2, 2013 (the "Merger Agreement");

WHEREAS, pursuant to Section 9.9 of the Merger Agreement, the Merger Agreement may be amended only by written agreement of the Buyer, the Transitory Subsidiary, the Company, the Principal Stockholders, and the Representative prior to the Closing;

WHEREAS, the Closing has not yet occurred; and

WHEREAS, the Buyer, the Transitory Subsidiary, the Company, the Principal Stockholders, and the Representative wish to amend the terms of the Merger Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendments to Merger Agreement.**

(a) Section 1.8(e) shall be replaced in its entirety by the following:

“(e) All vested Options shall be terminated effective as of the Effective Time in exchange for the payment (subject to the provisions of Sections 1.9 and 1.10) in respect of each such vested Option of (i) the Initial Option Consideration in respect of such vested Option and (ii) the product of (A) the Additional Per Share Transaction Consideration multiplied by (B) the number of Common Shares underlying such vested Options. The Company shall obtain, prior to the Closing, the consent from each holder of a vested Option to the termination of such vested portion of the Option pursuant to this Section 1.8 (unless such consent is not required under the terms of the applicable agreement, instrument or plan).”

(b) The following definitions shall replace their respective counterparts in their entirety in Article VIII of the Merger Agreement:

“‘Additional Per Share Transaction Consideration’ shall mean an amount equal to (i) the Additional Transaction Consideration divided by (ii) the sum of (a) the aggregate number of Company Shares outstanding immediately prior to the Effective Time, on an as-converted to Common Share basis (other than Company Shares to be cancelled in accordance with Section 1.5(f)), and (b) the aggregate number of Company Shares issuable upon the exercise of all vested Options outstanding immediately prior to the Effective Time, on an as-converted to Common Share basis.”

“‘Fully Diluted Shares’ shall mean the sum of (a) the aggregate number of Company Shares outstanding immediately prior to the Effective Time, on an as-converted to Common Share basis (other than Company Shares to be cancelled in accordance with Section 1.5(f)), and (b) the aggregate number of Company Shares issuable upon the exercise of all Options (vested and unvested) and Warrants outstanding immediately prior to the Effective Time, on an as-converted to Common Share basis.”

“‘Series A Liquidation Holdback Amount’ shall mean \$0.00.”

“‘Series A1 Liquidation Holdback Amount’ shall mean \$0.00.”

“‘Series C Liquidation Holdback Amount’ shall mean \$0.00.”

2. Additional Agreements. The Parties hereby agree that as expeditiously as possible following the execution of this Amendment, and in any event within one (1) business day after the execution of this Amendment, the Company shall use Reasonable Best Efforts to secure and cause to be filed with the Company consents from Company Stockholders necessary to secure the Requisite Stockholder Approval of the Agreement and the Merger, as amended by this Amendment (the “Supplemental Stockholder Approval”), which consents shall be in a form that is reasonably acceptable to the Buyer. From and after the effectiveness of this Amendment all references in the Merger Agreement to the Requisite Stockholder approval shall mean adoption of the Merger Agreement, as amended by the Amendment. In addition, within one (1) business day after the execution of this Amendment, the Company shall mail an addendum to the Disclosure Statement, in a form reasonably acceptable to the Buyer, to the Company Stockholders. Such addendum shall include (i) a summary describing the amendments to the Merger Agreement set forth in this Amendment, (ii) a statement that appraisal rights are available for the Company Shares pursuant to Section 262 of the DGCL and a copy of such Section 262, and (iii) a written notice, pursuant to Sections 228 and 262(d) of the DGCL, to all stockholders of the Company that did not execute the written consent set forth above informing them that the Merger Agreement, this Amendment, and the Merger were adopted and approved by the stockholders of the Company.

3. Miscellaneous.

(a) This Amendment shall take effect only upon receipt of the Supplemental Stockholder Approval. This Amendment shall not constitute a waiver of, or relieve the Company or the Equity Holders from any liability with respect to, any breach of any representation, warranty, covenant or agreement of the Company or the Principal Stockholders set forth in the Merger Agreement.

(b) Except as expressly set forth herein, the Merger Agreement shall remain in full force and effect.

(c) This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to principles of conflicts of laws.

(d) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

BUYER:

AKAMAI TECHNOLOGIES, INC.

/s/ F. Thomson Leighton

By: F. Thomson Leighton

Title: Chief Executive Officer

TRANSITORY SUBSIDIARY:

PANTHER ACQUISITION CORP.

/s/ Robert Wood

By: Robert Wood

Title: President

COMPANY:

PROLEXIC TECHNOLOGIES, INC.

/s/ Scott Hammack

By: Scott Hammack

Title: Chief Executive Officer

REPRESENTATIVE:

Shareholder Representative Services LLC

Solely in its capacity as the Representative

/s/ W. Paul Koenig

By: W. Paul Koenig

Title: Managing Director

Solely for purposes of Sections 1.10, 1.11, 2.3, 2.4 and Article VI and Article VII:

PRINCIPAL STOCKHOLDERS:

CAMDEN PARTNERS STRATEGIC FUND IV, L.P.

By: Camden Partners Strategic IV, LLC
Its General Partner

By: Camden Partners Strategic Manager, LLC
Its Managing Member

By: /s/ Jason Tagler
Name: Jason Tagler
Title: Managing Member

CAMDEN PARTNERS STRATEGIC FUND IV-A, L.P.

By: Camden Partners Strategic IV, LLC
Its General Partner

By: Camden Partners Strategic Manager, LLC
Its Managing Member

By: /s/ Jason Tagler
Name: Jason Tagler
Title: Managing Member

Solely for purposes of Sections 1.10, 1.11, 2.3, 2.4 and Article VI and Article VII:

PRINCIPAL STOCKHOLDERS:

KENNET III A LP

By: Kennet Capital Management (Jersey) Limited
Its Manager

By: /s/ Davinia Smith
Name: Davinia Smith
Title: Director

KENNET III B LP

By: Kennet Capital Management (Jersey) Limited
Its Manager

By: /s/ Davinia Smith
Name: Davinia Smith
Title: Director

Solely for purposes of Sections 1.10, 1.11, 2.3, 2.4 and Article VI and Article VII:

PRINCIPAL STOCKHOLDERS:

**TRIDENT CAPITAL FUND-VII, L.P.
TRIDENT CAPITAL FUND-VII PRINCIPALS
FUND, L.L.C.**

Executed by the undersigned as an authorized
signatory of the General Partner of Trident
Capital Fund-VII, L.P. and of the Managing
Member of Trident Capital Fund-VII Principals Fund, L.L.C.

By: /s/ John Moragne
Name: John Moragne
Title: Managing Partner

Solely for purposes of Sections 1.10, 1.11, 2.3, 2.4 and Article VI and Article VII:

PRINCIPAL STOCKHOLDERS:

/s/ Scott Hammack

Scott Hammack