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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of report: October 24, 2011  
(Date of earliest event reported)**

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**AKAMAI TECHNOLOGIES, INC.**

**(Exact Name of Registrant as Specified in Charter)**

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**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**

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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))
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**Item 2.02 Results of Operations and Financial Condition**

On October 26, 2011, Akamai Technologies, Inc. (“Akamai” or the “Company”) announced its financial results for its fiscal quarter ended September 30, 2011. The full text of the press release issued in connection with the announcement is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information provided under Item 2.02 of this Form 8-K (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

(b) On October 24, 2011, David W. Kenny notified the Company of his resignation as President and a Director of the Company effective as of such date. On October 24, 2011, the Board of Directors of the Company voted to reduce the size of the Board of Directors to 11 members to fill the vacancy created by the resignation of Mr. Kenny.

(c) The Board of Directors also voted to elect Paul Sagan, currently Chief Executive Officer of Akamai, as President effective on October 24, 2011. Mr. Sagan will retain the titles of CEO and Director.

(e)

I. Agreement with Mr. Kenny.

In connection with his resignation, Mr. Kenny and Akamai entered into a Separation Agreement setting forth certain matters related to his departure. During the period between October 24, 2011 and December 31, 2011, Mr. Kenny will serve as an advisor to Mr. Sagan. During such period, Mr. Kenny shall be paid at the same rate as his salary in effect prior to his resignation and continue to vest in outstanding equity awards held by him. He shall also be eligible to receive payment of a cash bonus for 2011 based on the percentage payout against corporate performance targets expected to be paid to the other executives of the Company under Akamai’s 2011 executive cash bonus program. A copy of the Separation Agreement is filed as Exhibit 10.1 hereto.

II. New Form of RSU Grant Agreement

On October 24, 2011, the Compensation Committee of the Board approved a new form agreement for restricted stock unit awards to be granted under the 2009 Plan; the grant agreement provides for time-based vesting with acceleration of vesting upon the earliest to occur of (i) a change of control of the Company, (ii) death or disability of the grantee, or (iii) the Company’s termination of the grantee’s employment without cause (the “New RSU Agreement Form”). The form is filed as Exhibit 10.2 hereto.

III. Executive Equity Grants

On October 24, 2011, the Compensation Committee (the “Compensation Committee”) of the Board of Directors of the Company approved the issuance of restricted stock units (“RSU”) to the

following executive officers having the initial dollar value indicated: Paul Sagan, Chief Executive Officer (\$7,000,000); Melanie Haratunian, Senior Vice President and General Counsel (\$750,000); Robert Hughes, Executive Vice President – Global Sales, Services & Marketing (\$3,000,000); and J. Donald Sherman, Chief Financial Officer (\$2,500,000) (collectively, the “Executives”). The actual number of RSUs to be issued will be determined by dividing the initial dollar value by the closing sale price of one share of the Company’s common stock on October 28, 2011, the second day following release of its third quarter 2011 earnings results (the “Grant Date”). Each RSU will be issued on the Grant Date and represents the right to receive one share of Akamai common stock upon vesting and vests 50% on the first anniversary of the Grant Date and 50% on the second anniversary of the Grant Date. The terms of the New RSU Agreement Form shall apply to such grants, and the description set forth above is qualified in its entirety by the text of such agreement.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

10.1 Separation and Release Agreement between the Company and David W. Kenny

10.2 Form of RSU Grant Agreement

The following exhibit relating to Item 2.02 shall be deemed to be furnished, and not filed:

99.1 Press Release dated October 26, 2011

**SIGNATURES**

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

Dated: October 26, 2011

AKAMAI TECHNOLOGIES, INC.

/s/ J. Donald Sherman

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J. Donald Sherman  
Chief Financial Officer

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**Exhibit Index**

- 10.1 Separation and Release Agreement between the Company and David W. Kenny
- 10.2 Form of RSU Grant Agreement
- 99.1 Press Release dated October 26, 2011

**SEPARATION AND RELEASE AGREEMENT**

This Separation and Release Agreement (the "Agreement") is made by and between Akamai Technologies, Inc. (the "Company"), and David Kenny (the "Executive") (collectively, the "Parties").

In consideration of the promises and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, and provided this Agreement is signed no later than October 24, 2011, the Parties agree as follows:

1. **Resignation as President and Director** – On October 24, 2011, the Executive will resign in writing from his positions as President and Director of the Company, with his resignation as President to be effective on such date and his resignation as Director to be effective upon the acceptance of such resignation by the Company's Board of Directors.
2. **Transition Period** – The period from October 24, 2011 until December 31, 2011, (the "Separation Date") shall be a "Transition Period," during which the Executive will (a) serve as Senior Advisor, reporting to the Chief Executive Officer (the "CEO"), and (b) continue to receive his current base salary, vest in his equity, and participate in the Company's health and dental insurance plans, provided in each case that he abides by the terms of this Agreement. The Executive agrees that, in his role as Senior Advisor, he will perform to the best of his ability those tasks and responsibilities designated from time to time by the CEO, and that during the Transition Period he will provide all reasonable cooperation to the Company, including but not limited to, assisting the Company in transitioning the job duties he performed while at the Company, and performing any other tasks as reasonably requested by the Company. The Executive's employment with the Company shall end on the Separation Date.
3. **Separation Arrangement** – The Company will permit the Executive to remain eligible to participate in the Company Executive Bonus Program for 2011 (the "Program") and will pay to him the bonus he would have received pursuant to the Program (at the percentage payout against target expected to be paid to the other executives of the Company) had he remained employed by the Company on the date any such bonus was distributed, provided that he signs and returns on his Separation Date the Additional Release of Claims attached hereto as Attachment A (the "Additional Release") and does not revoke such Additional Release. Any such bonus shall be paid to the Executive in accordance with the terms of the Program (anticipated to be on or before March 15, 2012), and shall be paid to the Executive by check sent to his last known address on file.
4. **Messaging** – No later than October 24, 2011, the Executive will provide the Company with a mutually agreed upon statement regarding the Company that the Company may include in its press release announcing his resignation. By such date, the Company will similarly provide the Executive with a mutually agreed upon statement about his employment with and separation from the Company that will be included in the press release.
5. **References** – The Executive agrees to direct all reference requests to the attention of the CEO. If asked, the CEO shall respond to any such request by providing the inquiring party with a reference consistent with the key messages mutually agreed to by the Parties.
6. **Non-Disparagement** – The Executive agrees not to make any false, disparaging or derogatory statements to any person (including any media outlet, industry group, investor, securities

professional, employer, financial institution or current or former employee, consultant, client or customer of the Company) regarding the Company or any of its directors, officers, employees, agents or representatives or the Company's operations, business affairs or financial condition. For the avoidance of doubt, this means that the Executive shall not denigrate the Company, verbally or in writing, about its leadership, market position, current and future prospects, financial situation, products, services, or in any other regard. The Company will, in turn, instruct its Directors and executive officers to refrain from making any false, disparaging or derogatory statements about the Executive.

7. **Confidentiality** – To the extent permitted by law, the Parties agree that both during the Transition Period and thereafter the terms and contents of any negotiations and discussions resulting in this Agreement and the Additional Release (the “Discussions”), shall be maintained as confidential and shall not be disclosed to any third party; provided, however, that the Parties may disclose the Discussions as may be necessary and appropriate (a) to their respective attorneys, tax advisors, insurers, financial advisors, and accountants, provided that each Party must, prior to disclosure, inform any such parties of, and obtain their agreement to be bound by, this confidentiality provision; and (b) to the extent required by law.
8. **Continuing Obligations** – The Executive acknowledges and reaffirms his obligation to keep confidential and not to disclose any and all non-public information concerning the Company that he acquired during the course of his employment with, and service on the Board of Directors of, the Company, including, but not limited to, any non-public information concerning the Company's business, business prospects and financial condition.
9. **Cooperation** – To the extent permitted by law, the Executive agrees to cooperate fully with the Company in the defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against or on behalf of the Company whether before a state or federal court, any state or federal government agency or regulator, or a mediator or arbitrator. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare its claims or defenses, to prepare for trial or discovery or an administrative hearing or a mediation or arbitration and to act as a witness when requested by the Company at reasonable times designated by the Company. The Executive agrees that he will notify the Company promptly in the event that he is served with a subpoena or in the event that he is asked to provide a third party with information concerning any actual or potential complaint or claim against the Company.
10. **Release** – The Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Company, its affiliates, subsidiaries, parent companies, predecessors, and successors, and all of their respective past and present officers, directors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the “Released Parties”) from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that he ever had or now has against any or all of the Released Parties, including, but not limited to, any and all claims arising out of or relating to his employment with and/or separation from the Company, including, but not limited to, all claims arising under any applicable statute or regulation and all common law claims including a claim for breach of contract (which shall include, without limitation, all claims arising out of or related to the Executive's July 22, 2010 Offer Letter and Change of Control and Severance Agreement).

11. **Company Release** – The Company hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Executive from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys’ fees and costs), of every kind and nature that the Company ever has had or now has against the Executive, including, but not limited to, any and all claims arising out of or relating to his employment with and/or separation from the Company, provided however that nothing in this paragraph or Agreement shall release Executive from any claims that the Company ever has had or now has against the Executive for breach of his obligations under the Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Development Agreement.
12. **Nature of Agreement** – The Executive and the Company understand and agree that this Agreement, together with the Additional Release, is a separation agreement and does not constitute an admission of liability or wrongdoing on the part of the Company or the Executive.
13. **Tax Provision** – In connection with the separation arrangement provided to the Executive pursuant to this Agreement and the Additional Release, the Company shall withhold and remit to the tax authorities the amounts required under applicable law, and the Executive shall be responsible for all applicable taxes with respect to such arrangement under applicable law. The Executive acknowledges that he is not relying upon advice or representation of the Company with respect to the tax treatment of any of the money or benefits set forth in this Agreement.
14. **Acknowledgments** – The Executive acknowledges that he has been given a reasonable amount of time to consider this Agreement and at least twenty-one (21) days to consider the Additional Release ,that the Company is hereby advising him to consult with an attorney of his own choosing prior to signing this Agreement and the Additional Release and that he has had the opportunity to consult with an attorney if he chose to do so The Executive understands that he may revoke the Additional Release for a period of seven (7) days after he signs the Additional Release, and the Additional Release shall not be effective or enforceable until the expiration of this seven (7) day period. The Executive understands and agrees that by entering into the Additional Release he is waiving any and all rights or claims he may have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that he has received consideration beyond that to which he was previously entitled
15. **Voluntary Assent** – The Executive affirms that no other promises or agreements of any kind have been made to or with him by any person or entity whatsoever to cause him to sign this Agreement or the Additional Release, and that he fully understands the meaning and intent of this Agreement and the Additional Release. The Executive further states and represents that he has carefully read this Agreement and the Additional Release, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs his name of his own free act.
16. **Amendment** – This Agreement and the Additional Release shall be binding upon the Parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the Parties hereto. This Agreement and the Additional Release are binding upon and shall inure to the benefit of the Parties and their respective agents, assigns, heirs, executors, successors and administrators.
17. **Waiver of Rights** – No delay or omission by the Company in exercising any right under this Agreement or the Additional Release shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.



18. **Validity** – Should any provision of this Agreement or the Additional Release be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement or the Additional Release.
19. **Applicable Law** – This Agreement and the Additional Release shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions. The Executive hereby irrevocably submits to and acknowledges and recognizes the jurisdiction of the courts of the Commonwealth of Massachusetts, or if appropriate, a federal court located in Massachusetts (which courts, for purposes of this Agreement and the Additional Release, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this Agreement or the Additional Release or the subject matter thereof.
20. **Entire Agreement** – This Agreement and the Additional Release contain and constitute the entire understanding and agreement between the Parties hereto with respect to the Executive’s separation from the Company and his settlement of claims against the Company. In addition, the Executive and the Company remain parties to the July 22, 2010 Offer Letter (the “Offer Letter”), the July 22, 2010 Change of Control and Severance Agreement (the “COC Agreement”) and the Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Development Agreement (collectively, the “Employment Agreements”), that the Employment Agreements are in full force and effect and in the event of any conflict between the terms of this Agreement and the terms of the Employment Agreements, the terms of this Agreement shall prevail and supersede those set forth in the Employment Agreements. Furthermore, and for the avoidance of doubt, following his separation from employment, the Executive will be entitled to receive only the compensation and benefits set forth in this Agreement, and shall not be eligible to receive the compensation and benefits set forth in paragraphs 3 and 4 of the COC Agreement and the section of the Offer Letter entitled “Severance/Change in Control.”
21. **Counterparts**. This Agreement may be executed in two (2) signature counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have freely and voluntarily entered into this Agreement effective as of the date set forth below.

**AKAMAI TECHNOLOGIES, INC.**

By:     /s/ Paul Sagan      
Name: Paul Sagan  
Title: CEO

Date: 10/24/2011

**DAVID KENNY**

    /s/ David Kenny    

Date: 10/24/2011

**ATTACHMENT A**

**ADDITIONAL RELEASE OF CLAIMS**

1. **Release** – In consideration of the separation arrangement, money and benefits set forth in the Separation and Release Agreement executed by the undersigned and Akamai Technologies, Inc. as of October 24, 2011 (the “Agreement”), the receipt and sufficiency of which are hereby acknowledged, the Executive hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Released Parties from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys’ fees and costs), of every kind and nature that he ever had or now has against any or all of the Released Parties, including, but not limited to, any and all claims arising out of or relating to the Executive’s employment with and/or separation from the Company, including, but not limited to, all claims arising under any applicable statute or regulation, including, without limitation, all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., as amended, and all common law claims. Nothing in this Additional Release prevents the Executive from filing a charge with, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission or a state fair employment practices agency (except that the Executive acknowledges that he may not recover any monetary benefits in connection with any such claim, charge or proceeding).
2. **Company Release** – The Company hereby fully, forever, irrevocably and unconditionally releases, remises and discharges the Executive from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys’ fees and costs), of every kind and nature the Company ever has had or now has against the Executive, including, but not limited to, any and all claims arising out of or relating to his employment with and/or separation from the Company, provided however that nothing in this paragraph or Agreement shall release Executive from any claims that the Company ever has had or now has against the Executive for breach of his obligations under the Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Development Agreement.
3. **Business Expenses and Compensation** – The Executive acknowledges that he has been reimbursed by the Company for all business expenses incurred in conjunction with the performance of his employment and that no other reimbursements are owed to him. The Executive further acknowledges that he has received payment in full for all services rendered in conjunction with his employment by the Company and that no other compensation is owed to him except as provided in the Agreement.
4. **Return of Company Property** – The Executive confirms that he has returned to the Company all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones, pagers, etc.), Company identification and any other Company-owned property in his possession or control and has left intact all electronic Company documents, including but not limited to those that he developed or helped to develop during his employment. The Executive further confirms that he has cancelled all accounts for his benefit, if any, in the Company’s name, including but not limited to, credit cards, telephone charge cards, cellular phone and/or pager accounts and computer accounts.

5. **Acknowledgments** – The Executive acknowledges that he has been given at least twenty-one (21) days to consider this Additional Release, and that the Company advised him to consult with an attorney of his own choosing prior to signing this Additional Release. The Executive understands that he may revoke this Additional Release for a period of seven (7) days after he signs it by notifying the CEO in writing, and the Additional Release shall not be effective or enforceable until the expiration of this seven (7) day revocation period. The Executive understands and agrees that by entering into this Additional Release, he is waiving any and all rights or claims he might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act, and that he has received consideration beyond that to which he was previously entitled. Capitalized terms used but not defined in this Additional Release shall have the meaning given to them in the Agreement.

**AKAMAI TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**DAVID KENNY**

\_\_\_\_\_

Date: \_\_\_\_\_

To be signed and returned on, but not before, the Separation Date.

## AKAMAI TECHNOLOGIES, INC.

Restricted Stock Unit Agreement  
Granted Under the 2009 Stock Incentive Plan1. Grant of Award.

This Agreement evidences the grant by Akamai Technologies, Inc., a Delaware corporation (the "Company") on \_\_\_\_\_ (the "Grant Date") to \_\_\_\_\_ (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 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.

(a) 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), this award shall vest over a \_\_\_\_\_ -year period as follows:

. Each date on which RSUs vest may be referred to herein as the "Vesting Date."

(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) In the event that the Participant's employment with the Company ceases or is terminated (i) by reason of death or disability, (ii) by the Company for a reason other than "Cause" (as defined below), then 100% of all unvested RSUs shall vest in full as of the date of actual termination. For purposes of this Section 2, "Cause" shall mean unsatisfactory job performance (as determined by the Company), willful misconduct, fraud, gross negligence, disobedience or dishonesty.

(d) In the event that the Participant's employment with the Company is terminated by the Company for Cause or the Participant resigns, all unvested RSUs shall be forfeited effective as of the date of termination.

(e) 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 75 days 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.

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 become exercisable, realizable or vested in full.

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 or require Participant to enter into a sale-to-cover agreement effected through a brokerage firm selected by the Company.

(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.

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 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: \_\_\_\_\_  
Paul Sagan, President

\_\_\_\_\_  
Participant



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**AKAMAI REPORTS THIRD QUARTER 2011  
 FINANCIAL RESULTS**

- **Revenue of \$281.9 million, up 11 percent year-over-year**
- **GAAP net income of \$42.3 million, or \$0.23 per diluted share, up 6 percent year-over-year**
- **Normalized net income\* of \$63.4 million, or \$0.34 per diluted share, down 1 percent year-over-year**

**CAMBRIDGE, Mass. – October 26, 2011** – Akamai Technologies, Inc. (NASDAQ: AKAM), the leading cloud platform for helping enterprises provide secure, high-performing user experiences on any device, anywhere, today reported financial results for the third quarter ended September 30, 2011. Revenue for third quarter 2011 was \$281.9 million, an 11 percent increase over third quarter 2010 revenue of \$253.6 million, and a 2 percent increase over second quarter 2011 revenue of \$277.0 million.

Net income in accordance with United States Generally Accepted Accounting Principles, or GAAP, for the third quarter of 2011 was \$42.3 million, or \$0.23 per diluted share, a 6 percent increase from third quarter 2010 GAAP net income of \$39.7 million, or \$0.21 per diluted share, and a 12 percent decrease from second quarter 2011 GAAP net income of \$47.9 million, or \$0.25 per diluted share.

The Company generated normalized net income\* of \$63.4 million, or \$0.34 per diluted share, in the third quarter of 2011, down 1 percent from third quarter 2010 normalized net income of \$64.2 million, or \$0.34 per diluted share, and down 4 percent from second quarter 2011 normalized net income of \$65.8 million, or \$0.35 per diluted share. (\*See Use of Non-GAAP Financial Measures below for definitions.)

“We are pleased with Akamai’s performance in the third quarter, as more customers adopted the Akamai Platform for their online businesses,” said Paul Sagan, president and CEO of Akamai. “We have continued to develop the platform of choice for businesses seeking to capitalize on opportunities in mobile, cloud, security, and video, as well as manage the risks of the hyperconnected world.”

Adjusted EBITDA\* for the third quarter of 2011 was \$122.4 million, up 7 percent from \$114.1 million in the third quarter of 2010 and down 3 percent from \$126.2 million in the prior quarter. Adjusted EBITDA margin\* for the third quarter of 2011 was 43 percent, down 2 points from the same period last year. (\*See Use of Non-GAAP Financial Measures below for definitions.)

Cash from operations was \$116.3 million in the third quarter of 2011, or 41 percent of revenue. At the end of the third quarter of 2011, the Company had approximately \$1.2 billion in cash, cash equivalents and marketable securities.

Sales through resellers and sales outside the United States accounted for 19 percent and 29 percent, respectively, of revenue for the third quarter 2011.

Akamai also announced today that David Kenny resigned as president and director of the Company.

“As a director, David was a strong advocate for innovation, mobile capabilities and global expansion. As president, he helped to re-align the organization to deliver faster on those critical strategies,” Mr. Sagan said. “Thanks in part to David’s leadership, we have established a strong path for growth that we intend to follow for many years to come.”

Mr. Kenny said, “It has been a privilege to serve Akamai as a director and to be a part of the management team to help Paul strengthen the Company’s foundation for future growth. While I now want to return to my first passion of pursuing emerging opportunities on the consumer Internet, I will miss the great people at Akamai and their relentless pursuit of excellence in everything they do. I believe Akamai is well-positioned to capture the opportunities ahead in the enterprise marketplace.”

Mr. Kenny, who will serve as a consultant to the Company on business strategy, joined Akamai as president in September 2010 after previously serving as a member of the Company’s Board of Directors for three years.

Akamai also announced today that the Board re-appointed Mr. Sagan as president, a title that he will hold in addition to CEO and director.

### **Share Repurchase Program**

During the third quarter of 2011, under a share repurchase program that was approved by the Board of Directors in April 2011 and expanded in August 2011, the Company repurchased approximately 6.8 million shares of its common stock for \$155.1 million, an average price of \$22.75 per share. As of September 30, 2011, the Company had repurchased 15.2 million shares of its common stock for \$406 million, at an average price of \$26.82 per share, since the commencement of the current repurchase program.

As of September 30, 2011, the Company had approximately 179.5 million shares of common stock outstanding.

### **Quarterly Conference Call**

Akamai will host a conference call today at 4:30 p.m. ET that can be accessed through 1-800-573-4754 (or 1-617-224-4325 for international calls) and using passcode No. 35896882. A live Webcast of the call may be accessed at [www.akamai.com](http://www.akamai.com) in the Investor section. In addition, a replay of the call will be available for one week following the conference through the Akamai Website or by calling 1-888-286-8010 (or 1-617-801-6888 for international calls) and using passcode No. 90643566.

### **About Akamai**

Akamai® is the leading cloud platform for helping enterprises provide secure, high-performing user experiences on any device, anywhere. 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](http://www.akamai.com) and follow @Akamai on Twitter.

**Condensed Consolidated Balance Sheets**  
*(dollar amounts in thousands)*  
*(unaudited)*

	<u>Sept. 30, 2011</u>	<u>Dec. 31, 2010</u>
<b>Assets</b>		
Cash and cash equivalents	\$ 355,599	\$ 231,866
Marketable securities	331,916	374,733
Restricted marketable securities	51	272
Accounts receivable, net	182,665	175,366
Deferred income tax assets, current portion	7,163	28,201
Prepaid expenses and other current assets	47,085	48,029
Current assets	924,479	858,467
Marketable securities	503,384	636,486
Restricted marketable securities	45	45
Property and equipment, net	285,476	255,929
Goodwill and other intangible assets, net	502,616	515,370
Other assets	9,210	11,153
Deferred income tax assets, net	76,747	75,226
Total assets	<u>\$2,301,957</u>	<u>\$2,352,676</u>
<b>Liabilities and stockholders' equity</b>		
Accounts payable and accrued expenses	\$ 115,614	\$ 120,046
Other current liabilities	23,264	25,105
Current liabilities	138,878	145,151
Other liabilities	41,068	29,920
Total liabilities	179,946	175,071
Stockholders' equity	<u>2,122,011</u>	<u>2,177,605</u>
Total liabilities and stockholders' equity	<u>\$2,301,957</u>	<u>\$2,352,676</u>

**Condensed Consolidated Statements of Operations**  
(amounts in thousands, except per share data)  
(unaudited)

	Three Months Ended			Nine Months Ended	
	Sept. 30, 2011	June 30, 2011	Sept. 30, 2010	Sept. 30, 2011	Sept. 30, 2010
Revenues	\$281,856	\$276,989	\$253,551	\$834,798	\$738,898
Costs and operating expenses:					
Cost of revenues * †	93,284	89,647	77,812	271,999	217,126
Research and development *	13,542	11,006	14,235	37,142	40,991
Sales and marketing *	54,520	52,837	55,603	160,722	160,474
General and administrative * †	50,834	45,975	42,729	140,710	125,986
Amortization of other intangible assets	4,185	4,292	4,130	12,754	12,390
Restructuring charge	158	—	—	158	—
Total costs and operating expenses	<u>216,523</u>	<u>203,757</u>	<u>194,509</u>	<u>623,485</u>	<u>556,967</u>
Operating income	65,333	73,232	59,042	211,313	181,931
Interest income, net	(3,002)	(3,096)	(2,636)	(9,058)	(8,069)
Loss on early extinguishment of debt	—	—	—	—	294
Other loss, net	188	107	1,366	1,330	1,319
Income before provision for income taxes	68,147	76,221	60,312	219,041	188,387
Provision for income taxes	25,862	28,300	20,603	78,218	69,677
Net income	<u>\$ 42,285</u>	<u>\$ 47,921</u>	<u>\$ 39,709</u>	<u>\$ 140,823</u>	<u>\$ 118,710</u>
Net income per share:					
Basic	\$ 0.23	\$ 0.26	\$ 0.22	\$ 0.76	\$ 0.68
Diluted	\$ 0.23	\$ 0.25	\$ 0.21	\$ 0.74	\$ 0.63
Shares used in per share calculations:					
Basic	183,085	186,612	181,457	185,515	175,292
Diluted	185,704	190,179	191,271	189,089	190,254

\* Includes stock-based compensation (see supplemental table for figures)

† Includes depreciation and amortization (see supplemental table for figures)

**Condensed Consolidated Statements of Cash Flows**  
(amounts in thousands)  
(unaudited)

	Three Months Ended			Nine Months Ended	
	Sept. 30, 2011	June 30, 2011	Sept. 30, 2010	Sept. 30, 2011	Sept. 30, 2010
<b>Cash flows from operating activities:</b>					
Net income	\$ 42,285	\$ 47,921	\$ 39,709	\$ 140,823	\$ 118,710
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization of intangible assets and deferred financing costs	41,761	41,333	36,542	124,228	104,570
Stock-based compensation	15,141	11,612	18,589	42,465	57,973
Provision for deferred income taxes, net	20,906	—	22,287	20,906	66,898
Excess tax benefits from stock-based compensation	(610)	(1,838)	(9,456)	(11,460)	(22,379)
(Gain) loss on investments and disposal of property and equipment, net	(176)	(113)	22	(172)	(223)
Provision for doubtful accounts	782	132	662	1,236	2,107
Non-cash portion of loss on early extinguishment of debt	—	—	—	—	294
Changes in operating assets and liabilities:					
Accounts receivable	(8,277)	(7,101)	10,064	(7,821)	(6,342)
Prepaid expenses and other current assets	(919)	6,917	(1,109)	(78)	(41,393)
Accounts payable, accrued expenses and other current liabilities	445	2,678	8,695	(5,268)	20,573
Accrued restructuring	(148)	(32)	(74)	(180)	(167)
Deferred revenue	796	1,271	(5,807)	(1,386)	(7,126)
Other noncurrent assets and liabilities	4,303	9,068	(2,161)	13,355	(1,399)
Net cash provided by operating activities	<u>116,289</u>	<u>111,848</u>	<u>117,963</u>	<u>316,648</u>	<u>292,096</u>
<b>Cash flows from investing activities:</b>					
Cash paid for acquired business, net of cash received	—	(375)	(200)	(550)	(12,210)
Purchases of property and equipment and capitalization of internal-use software costs	(47,317)	(42,740)	(42,058)	(136,292)	(143,345)
Proceeds from sales and maturities of short- and long-term marketable securities	388,983	263,870	284,460	900,120	789,182
Purchases of short- and long-term marketable securities	(149,318)	(302,520)	(285,408)	(727,453)	(900,087)
Proceeds from the sale of property and equipment	47	63	14	135	52
Increase in other investments	—	—	—	—	(500)
Decrease in restricted investments held for security deposits	—	—	—	221	8
Net cash provided by (used in) in investing activities	<u>192,395</u>	<u>(81,702)</u>	<u>(43,192)</u>	<u>36,181</u>	<u>(266,900)</u>
<b>Cash flows from financing activities:</b>					
Proceeds from the issuance of common stock under stock option and employee stock purchase plans	1,183	8,163	10,953	13,305	31,946
Excess tax benefits from stock-based compensation	610	1,838	9,456	11,460	22,379
Taxes paid related to net share settlement of equity awards	(2,173)	(3,507)	—	(5,680)	—
Repurchase of common stock	(155,125)	(48,935)	(22,505)	(247,738)	(65,126)
Net cash used in financing activities	<u>(155,505)</u>	<u>(42,441)</u>	<u>(2,096)</u>	<u>(228,653)</u>	<u>(10,801)</u>
Effects of exchange rate changes on cash and cash equivalents	<u>(3,209)</u>	<u>750</u>	<u>4,386</u>	<u>(443)</u>	<u>1,867</u>
Net increase (decrease) in cash and cash equivalents	149,970	(11,545)	77,061	123,733	16,262
Cash and cash equivalents, beginning of period	205,629	217,174	120,506	231,866	181,305
Cash and cash equivalents, end of period	<u>\$ 355,599</u>	<u>\$ 205,629</u>	<u>\$ 197,567</u>	<u>\$ 355,599</u>	<u>\$ 197,567</u>

	Three Months Ended			Nine Months Ended	
	Sept. 30, 2011	June 30, 2011	Sept. 30, 2010	Sept. 30, 2011	Sept. 30, 2010
<b>Supplemental financial data (in thousands):</b>					
<b>Stock-based compensation:</b>					
Cost of revenues	\$ 634	\$ 590	\$ 702	\$ 1,779	\$ 2,110
Research and development	2,629	2,124	3,687	7,515	11,222
Sales and marketing	6,951	5,315	8,862	19,112	26,662
General and administrative	4,927	3,583	5,338	14,059	17,979
Total stock-based compensation	\$ 15,141	\$ 11,612	\$ 18,589	\$ 42,465	\$ 57,973
<b>Depreciation and amortization:</b>					
Network-related depreciation	\$ 31,662	\$ 31,245	\$ 26,504	\$ 93,594	\$ 74,264
Capitalized stock-based compensation amortization	1,592	1,938	1,817	5,595	5,522
Other depreciation and amortization	4,322	3,858	4,028	12,285	11,937
Amortization of other intangible assets	4,185	4,292	4,130	12,754	12,390
Total depreciation and amortization	\$ 41,761	\$ 41,333	\$ 36,479	\$ 124,228	\$ 104,113
<b>Capital expenditures:</b>					
Purchases of property and equipment	\$ 37,244	\$ 32,925	\$ 33,145	\$ 105,769	\$ 119,591
Capitalized internal-use software	10,073	9,815	8,913	30,523	23,754
Capitalized stock-based compensation	1,941	1,641	1,918	5,406	5,597
Total capital expenditures	\$ 49,258	\$ 44,381	\$ 43,976	\$ 141,698	\$ 148,942
Net (decrease) increase in cash, cash equivalents, marketable securities and restricted marketable securities	\$ (94,478)	\$ 28,236	\$ 77,930	\$ (52,407)	\$ 128,721
<b>End of period statistics:</b>					
Number of employees	2,356	2,244	2,108		
Number of deployed servers	100,770	95,811	77,885		

**\*Use of Non-GAAP Financial Measures**

In addition to providing financial measurements based on generally accepted accounting principles in the United States of America (GAAP), Akamai has historically provided additional financial metrics that are not prepared in accordance with GAAP (non-GAAP). Legislative and regulatory pronouncements discourage the use of and emphasis on non-GAAP financial metrics and require companies to explain why non-GAAP financial metrics are relevant to management and investors. We believe that the inclusion of these non-GAAP financial measures in this press release and our earnings call helps investors to gain a meaningful understanding of our past performance and future prospects, consistent with how management measures and forecasts our performance, especially when comparing such results to previous periods or forecasts. 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. There are limitations associated with reliance on these non-GAAP financial metrics because they are specific to our operations and financial performance, which may make comparisons with other companies' financial results more challenging. By providing both GAAP and non-GAAP financial measures, we believe that investors are able to compare our GAAP results to those of other companies while also gaining a better understanding of our operating performance as evaluated by management.

Akamai defines “Adjusted EBITDA” as net income, before interest, income taxes, depreciation and amortization of tangible and intangible assets, stock-based compensation expense, amortization of capitalized stock-based compensation, 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 on legal settlements. Akamai considers Adjusted EBITDA to be an important indicator of the Company’s operational strength and performance of its business and a good measure of the Company’s historical operating trend.

Adjusted EBITDA eliminates items that are either not part of the Company’s core operations, such as investment gains and losses, foreign exchange gains and losses, early debt extinguishment and net interest income, or that do not require a cash outlay, such as stock-based compensation. Adjusted EBITDA also excludes depreciation and amortization expense, which is based on the Company’s estimate of the useful life of tangible and intangible assets. These estimates could vary from actual performance of the asset, are based on the historical cost incurred to build out the Company’s deployed network, and may not be indicative of current or future capital expenditures.

Akamai defines “Adjusted EBITDA margin” as a percentage of Adjusted EBITDA as a percentage of revenues. Akamai considers Adjusted EBITDA margin to be an indicator of the Company’s operating trend and performance of its business in relation to its revenue growth.

Akamai defines “capital expenditures” or “capex” as purchases of property and equipment, capitalization of internal-use software development costs and capitalization of stock-based compensation. Capital expenditures or capex are disclosed in Akamai’s consolidated Statement of Cash Flows in the Company’s most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission.

Akamai defines “normalized net income” as net income before amortization of other intangible assets, stock-based compensation expense, amortization of capitalized stock-based compensation, restructuring charges and benefits, acquisition related costs and benefits, certain gains and losses on investments and loss on early extinguishment of debt. Akamai considers normalized net income to be another important indicator of the overall performance of the Company because it eliminates the effects of events that are either not part of the Company’s core operations or are non-cash.

Akamai defines “normalized net income per share” as normalized net income, plus interest add-back for diluted share calculation, divided by the basic weighted average or diluted common shares outstanding used in GAAP net income per share calculations. Akamai considers normalized net income per share to be another important indicator of overall performance of the Company because it eliminates the effect of non-cash items.

Adjusted EBITDA and normalized net income should be considered in addition to, not as a substitute for, the Company’s operating income and net income, as well as other measures of financial performance reported in accordance with GAAP.

#### **Reconciliation of Non-GAAP Financial Measures**

In accordance with the requirements of Regulation G issued by the Securities and Exchange Commission, the Company is presenting the most directly comparable GAAP financial measures and reconciling the non-GAAP financial metrics to the comparable GAAP measures.

**Reconciliation of GAAP net income to Normalized net income  
and Adjusted EBITDA**  
*(amounts in thousands, except per share data)*

	Three Months Ended			Nine Months Ended	
	Sept. 30 2011	June 30, 2011	Sept. 30, 2010	Sept. 30 2011	Sept. 30 2010
Net income	\$ 42,285	\$ 47,921	\$ 39,709	\$ 140,823	\$ 118,710
Amortization of other intangible assets	4,185	4,292	4,130	12,754	12,390
Stock-based compensation	15,141	11,612	18,589	42,465	57,973
Amortization of capitalized stock-based compensation	1,592	1,938	1,817	5,595	5,522
Loss on early extinguishment of debt	—	—	—	—	294
Acquisition related costs (benefits)	—	—	—	(440)	345
Restructuring charge	158	—	—	158	—
Total normalized net income:	63,361	65,763	64,245	201,355	195,234
Interest income, net	(3,002)	(3,096)	(2,636)	(9,058)	(8,069)
Provision for income taxes	25,862	28,300	20,603	78,218	69,677
Depreciation and amortization	35,984	35,103	30,532	105,879	86,201
Other loss, net	188	107	1,366	1,330	1,319
Total Adjusted EBITDA:	<u>\$ 122,393</u>	<u>\$ 126,177</u>	<u>\$ 114,110</u>	<u>\$ 377,724</u>	<u>\$ 344,362</u>
Normalized net income per share:					
Basic	\$ 0.35	\$ 0.35	\$ 0.35	\$ 1.09	\$ 1.11
Diluted	\$ 0.34	\$ 0.35	\$ 0.34	\$ 1.06	\$ 1.03
Shares used in normalized per share calculations:					
Basic	183,085	186,612	181,457	185,515	175,292
Diluted	185,704	190,179	191,271	189,089	190,254

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

This 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 concerning the anticipated growth and development of our business and the markets in which we operate. 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, failure to maintain the prices we charge for our services, loss of significant customers, failure of the markets we address or plan to address to develop as we expect or at all, inability to increase our revenue at the same rate as in the past and keep our expenses from increasing at a greater rate than our revenues, changes in estimates we make about tax liabilities and other contingencies, a failure of Akamai's services or network infrastructure, delay in developing or failure to develop new service offerings or functionalities, and if developed, lack of market acceptance of such service offerings and functionalities, 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.

In addition, the statements in this press release represent Akamai's expectations and beliefs as of the date of this press release. Akamai anticipates that subsequent events and developments may cause these expectations and beliefs to change. However, while Akamai may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing Akamai's expectations or beliefs as of any date subsequent to the date of this press release.