

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

(Amendment No.)*

AKAMAI TECHNOLOGIES, INC.

(Name of Issuer)

Common Stock, Par Value \$0.01 Per Share

(Title of Class of Securities)

00971T101

(CUSIP Number)

Edward D. Sopher, Esq.
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
590 Madison Avenue
New York, New York 10022
(212) 872-1000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 29, 1999

(Date of Event which Requires Filing
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [].

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

CUSIP No. 00971T101

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

BAKER COMMUNICATIONS FUND, L.P.

2 Check the Appropriate Box If a Member of a Group*
a. []
b. [x]

3 SEC Use Only

4 Source of Funds*

WC

5 Check Box If Disclosure of Legal Proceedings Is Required Pursuant to
Items 2(d) or 2(e) []

6 Citizenship or Place of Organization

Delaware

Number of Shares Beneficially Owned By Each Reporting Person With	7	Sole Voting Power 7,818,471
	8	Shared Voting Power 0
	9	Sole Dispositive Power 7,818,471
	10	Shared Dispositive Power 0

11 Aggregate Amount Beneficially Owned by Each Reporting Person

7,818,471

12 Check Box If the Aggregate Amount in Row (11) Excludes Certain
Shares* []

13 Percent of Class Represented By Amount in Row (11)

8.38%

14 Type of Reporting Person*

PN; IA

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 00971T101

1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

BAKER CAPITAL PARTNERS, LLC

2 Check the Appropriate Box If a Member of a Group*
a.
b.

3 SEC Use Only

4 Source of Funds*

AF

5 Check Box If Disclosure of Legal Proceedings Is Required Pursuant to
Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Delaware

Number of Shares Beneficially Owned By Each Reporting Person With	7	Sole Voting Power	0
	8	Shared Voting Power	7,818,471
	9	Sole Dispositive Power	0
	10	Shared Dispositive Power	7,818,471

11 Aggregate Amount Beneficially Owned by Each Reporting Person
7,818,471

12 Check Box If the Aggregate Amount in Row (11) Excludes Certain
Shares*

13 Percent of Class Represented By Amount in Row (11)
8.38%

14 Type of Reporting Person*
00; IA

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

CUSIP No. 00971T101

- 1 Name of Reporting Person
S.S. or I.R.S. Identification No. of Above Person

EDWARD W. SCOTT
- 2 Check the Appropriate Box If a Member of a Group*
a.
b.
- 3 SEC Use Only
- 4 Source of Funds*

AF
- 5 Check Box If Disclosure of Legal Proceedings Is Required Pursuant to
Items 2(d) or 2(e)
- 6 Citizenship or Place of Organization

United States
- | | | |
|--|----|---------------------------------------|
| Number of
Shares
Beneficially
Owned By
Each
Reporting
Person
With | 7 | Sole Voting Power
0 |
| | 8 | Shared Voting Power
7,818,471 |
| | 9 | Sole Dispositive Power
0 |
| | 10 | Shared Dispositive Power
7,818,471 |
- 11 Aggregate Amount Beneficially Owned by Each Reporting Person

7,818,471
- 12 Check Box If the Aggregate Amount in Row (11) Excludes Certain
Shares*
- 13 Percent of Class Represented By Amount in Row (11)

8.38%
- 14 Type of Reporting Person*

IA

*SEE INSTRUCTIONS BEFORE FILLING OUT!

This Statement on Schedule 13D relates to shares of Common Stock, \$0.01 par value per share (the "Shares"), of Akamai Technologies, Inc. (the "Issuer"). This Statement is being filed by the Reporting Persons (as defined herein) to report the recent acquisition of Shares of the Issuer, as a result of which the Reporting Persons may be deemed to be the beneficial owners of more than five percent of the outstanding Shares of the Issuer.

Item 1. Security and Issuer.

This Statement relates to the Shares. The address of the principal executive office of the Issuer is 201 Broadway, Cambridge MA 02139.

Item 2. Identity and Background.

This Statement is being filed on behalf of each of the following persons (collectively, the "Reporting Persons"):

- i) Baker Communications Fund, L.P. ("Baker Fund");
- ii) Baker Capital Partners, LLC ("Baker Partners");
- iii) Mr. Edward W. Scott ("Mr. Scott").

This Statement relates to the Shares held for the account of Baker Fund.

Baker Fund is a Delaware limited partnership with its principal address at 540 Madison Avenue, New York, NY 10022. The principal business of Baker Fund is investment in securities.

Baker Partners is a Delaware limited liability company with its principal address at 540 Madison Avenue, New York, NY 10022. Baker Partners is the sole general partner of Baker Fund and, as such, is vested with investment discretion over the Shares held for the account of Baker Fund. The principal business of Baker Partners is to provide management and advisory services to, and to invest in, Baker Fund. By reason of its investment discretion over the Shares held for the account of Baker Fund, Baker Partners may be deemed the beneficial owner of the Shares held for the account of Baker Fund. Current information concerning the managers of Baker Partners is set forth in Annex A hereto.

Mr. Scott is a citizen of the United States. The principal occupation of Mr. Scott is serving as a manager of Baker Partners, which is carried out at Baker Partners' principal address. As a manager of Baker Partners, Mr. Scott has the ability to direct the investment decisions of Baker Partners. As a result, Mr. Scott may be deemed the beneficial owner of the Shares held for the account of Baker Fund.

During the past five years, none of the Reporting Persons and, to the best of the Reporting Persons' knowledge, no other person identified in response to this Item 2 has been (a) convicted in a criminal proceeding or (b) a party to any civil proceeding as a result of which it or he has been subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or

state securities laws, or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Baker Fund expended approximately \$15,399,935 of its working capital to purchase the securities reported herein as being acquired in the last 60 days.

The securities held for the account of Baker Fund may be held through margin accounts maintained with brokers, which extend margin credit as and when required to open or carry positions in their margin accounts, subject to applicable federal margin regulations, stock exchange rules and such firms' credit policies. The positions which may be held in the margin accounts, including the Shares, are pledged as collateral security for the repayment of debit balances in the respective accounts.

Item 4. Purpose of Transaction.

All of the securities reported herein as having been acquired from the account of Baker Fund were acquired for investment purposes. Except as set forth below, neither the Reporting Persons nor, to the best of their knowledge, any of the other persons identified in response to Item 2, has any plans or proposals that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

As a Director of the Issuer, Mr. Scott may have influence over the corporate activities of the Issuer, including as may relate to transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

The Reporting Persons reserve the right to acquire, or cause to be acquired, additional securities of the Issuer, to dispose of, or cause to be disposed, such securities at any time or to formulate other purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of general investment and trading policies of the Reporting Persons, market conditions or other factors.

Item 5. Interest in Securities of the Issuer.

(a) (i) Each of Baker Fund, Baker Partners and Mr. Scott may be deemed the beneficial owner of the 7,818,471 Shares held by Baker Fund (approximately 8.38% of the total number of Shares which would be outstanding assuming the conversion of all of the securities held by Baker Fund).

(b) (i) Baker Fund may be deemed to have the sole power to direct the voting and disposition of the 7,818,471 Shares held by Baker Fund (assuming the conversion of all of the securities held by Baker Fund).

(ii) Each of Baker Partners, and Mr. Scott may be deemed to have the shared power to direct the voting and disposition of the 7,818,471 Shares held by Baker Fund (assuming the conversion of all of the securities held by Baker Fund).

(c) Except for the transactions listed on Annex B hereto, there have been no transactions effected with respect to the Shares since September 9, 1999 (60 days prior to the date hereof) by any of the Reporting Persons.

(d) The partners of Baker Fund have the right to participate in the receipt of dividends from or proceeds from the sale of securities of the Issuer, including the Shares, held for the account of Baker Fund in accordance with their partnership interests in Baker Fund.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On April 16, 1999, Baker Fund entered into a Registration Rights Agreement (as amended and restated on September 20, 1999, the "Registration Rights Agreement") with the Issuer and other stockholders of the Issuer pursuant to which the Issuer granted Baker Fund certain registration rights with respect to certain of the Issuer's securities.

Pursuant to Section 2 and Section 4 of the Registration Rights Agreement, Baker Fund was granted certain rights relating to its ability to demand that the Issuer register under the Securities Act of 1933 unregistered securities of the Issuer held by Baker Fund.

Pursuant to Section 3 and Section 4 of the Registration Rights Agreement, Baker Fund was granted certain piggy-back registration rights, which, if exercised, entitle Baker Fund to participate in registered offerings by the Issuer.

Pursuant to Section 11 of the Registration Rights Agreement, Baker Fund may be required to enter into a lock-up agreement under certain circumstances.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is incorporated herein by reference as Exhibit B to this Statement.

On May 7, 1999 Baker Fund acquired a Common Stock Purchase Warrant (the "Purchase Warrant") from the Issuer in connection with the acquisition of a 15% senior subordinated note in principal amount of \$7,000,000.

Pursuant to Section 6 of the Purchase Warrant, Baker Fund was granted certain rights relating to its ability to demand that the Issuer register under the Securities Act of 1933 unregistered securities of the Issuer held by Baker Fund.

The foregoing description of the Purchase Warrant does not purport to be complete and is qualified in its entirety by reference to the Purchase Warrant, which is incorporated herein by reference as Exhibit C to this Statement.

On October 28, 1999, each of Baker Fund and Mr. Scott entered into a form of lock-up agreement (the "Form of Lock-Up Agreement") with Morgan Stanley & Co. Incorporated, Donaldson, Lufkin & Jenrette, Salomon Smith Barney and Thomas Weisel Partners LLC pursuant to which each of Baker Fund and Mr. Scott is prohibited from selling certain securities of the Issuer for a period of time.

The foregoing description of the Form of Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the Form of Lock-Up Agreement, which is incorporated herein by reference as Exhibit D to this Statement.

From time to time, each of the Reporting Persons may lend securities, including the Shares, to brokers, banks or other financial institutions. These loans typically obligate the borrower to return the securities, or an equal amount of securities of the same class, to the lender and typically provide that the borrower is entitled to exercise voting rights and to retain dividends during the term of the loan. From time to time, to the extent permitted by applicable laws, each of the Reporting Persons may borrow securities, including the Shares, for the

purpose of effecting, and may effect, short sale transactions, and may purchase securities for the purpose of closing out short positions in such securities.

Item 7. Material to be Filed as Exhibits.

A. Joint Filing Agreement dated November 8, 1999 by and among Baker Fund, Baker Partners and Mr. Scott.

B. Registration Rights Agreement dated April 16, 1999, as amended and restated on September 20, 1999, by and among Baker Fund, the Issuer and other stockholders of the Issuer (filed as Exhibit 4.2 to Amendment No. 1 of the Issuer's Form S-1 (Commission File Number 333-85679) and incorporated herein by reference).

C. Common Stock Purchase Warrant dated May 7, 1999 between Baker Fund and the Issuer (filed as Exhibit 10.20 to Amendment No. 1 of the Issuer's Form S-1 (Commission File Number 333-85679) and incorporated herein by reference).

D. Form of Lock-Up Agreement dated October 28, 1999 between Baker Fund and Morgan Stanley & Co. Incorporated, Donaldson, Lufkin & Jenrette, Salomon Smith Barney and Thomas Weisel Partners LLC, and between Mr. Scott and Morgan Stanley & Co. Incorporated, Donaldson, Lufkin & Jenrette, Salomon Smith Barney and Thomas Weisel Partners LLC.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Date: November 8, 1999

BAKER COMMUNICATIONS FUND, L.P.

By: Baker Capital Partners, LLC
Its General Partner

By: /S/ JOHN C. BAKER

John C. Baker
Chairman

BAKER CAPITAL PARTNERS, LLC

By: /S/ JOHN C. BAKER

John C. Baker
Chairman

EDWARD W. SCOTT

/S/ EDWARD W. SCOTT

ANNEX A

The following is a list of all of the persons (other than Mr. Scott) who serve as managers of Baker Partners.

John C. Baker
Lawrence Bettino
Ashley Leeds
Henry Baker

Each of the above-listed persons is a United States citizen whose principal occupation is serving as a manager of Baker Partners, and each has a business address c/o Baker Capital Partners, LLC, 540 Madison Avenue, New York, NY 10022

To the best of the Reporting Persons' knowledge:

(a) None of the above persons holds any Shares directly.

(b) None of the above persons has any contracts, arrangements, understandings or relationships with respect to the Shares.

ANNEX B

RECENT TRANSACTIONS IN THE SECURITIES OF
AKAMAI TECHNOLOGIES, INC.

For the Account of	Date of Transaction	Nature of Transaction	Number of Shares	Price
BAKER FUND	10/25/99	PURCHASE	145,195	/1/
	10/29/99	PURCHASE	400,000	\$26.00/2/

- - - - -

- /1/ On the date of the Issuer's initial public offering, 145,195 shares of Series C Convertible Preferred Stock held by Baker Fund automatically converted into 908,339 Shares.
- /2/ Acquired in Issuer's initial public offering.

EXHIBIT INDEX

Page No.

- A. Joint Filing Agreement dated November 8, 1999 by and among Baker Communications Fund, L.P., Baker Capital Partners, LLC and Mr. Edward W. Scott 15

- B. Registration Rights Agreement dated April 16, 1999, as amended and restated on September 20, 1999, by and among Baker Communications Fund, L.P., Akamai Technologies, Inc. and other stockholders of Akamai Technologies, Inc. (filed as Exhibit 4.2 to Amendment No. 1 to Akamai Technologies, Inc.'s Form S-1 (Commission File Number 333-85679) and incorporated herein by reference)

- C. Common Stock Purchase Warrant dated May 7, 1999 between Baker Fund Communications Fund, L.P. and Akamai Technologies, Inc. (filed as Exhibit 10.20 to Amendment No. 1 to Akamai Technologies, Inc.'s Form S-1 (Commission File Number 333-85679) and incorporated herein by reference)

- D. Form of Lock-Up Agreement dated October 28, 1999 between Baker Communications Fund, L.P., Morgan Stanley & Co. Incorporated, Donaldson, Lufkin & Jenrette, Salomon Smith Barney, and Thomas Weisel Partners LLC, and between Mr. Edward W. Scott and Morgan Stanley & Co. Incorporated, Donaldson, Lufkin & Jenrette, Salomon Smith Barney, and Thomas Weisel Partners LLC..... 17

EXHIBIT A

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Stock of Akamai Technologies, Inc. dated November 8, 1999 is, and any amendments thereto signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(f) under the Securities Exchange Act of 1934.

Date: November 8, 1999

BAKER COMMUNICATIONS FUND, L.P.

By: Baker Capital Partners, LLC
Its General Partner

By: /S/ JOHN C. BAKER

John C. Baker
Chairman

BAKER CAPITAL PARTNERS, LLC

By: /S/ JOHN C. BAKER

John C. Baker
Chairman

EDWARD W. SCOTT

/S/ EDWARD W. SCOTT

EXHIBIT D

October 28, 1999

Morgan Stanley & Co. Incorporated
Donaldson, Lufkin & Jenrette
Salomon Smith Barney
Thomas Weisel Partners LLC
c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, NY 10036

Dear Sirs and Mesdames:

The undersigned understands that Morgan Stanley & Co. Incorporated ("Morgan Stanley") proposes to enter into an Underwriting Agreement (the "Underwriting Agreement") with Akamai Technology, Inc., a Delaware corporation (the "Company") providing for the public offering (the "Public Offering") by the several Underwriters, including Morgan Stanley (the "Underwriters"), of shares (the "Shares") of the common stock, par value \$0.01 per share, of the Company (the "Common Stock").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent and waiver of Morgan Stanley on behalf of the Underwriters, the undersigned will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus relating to the Public Offering (the "Prospectus"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to the sale of any Shares to the Underwriters pursuant to the Underwriting Agreement, transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering or the sale or transfer of shares to the acquiror in connection with the sale of the Company pursuant to a merger, sale of stock, sale of assets or otherwise. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

Notwithstanding the foregoing (i) gifts and transfers by will or intestacy or (ii) transfers to (A) the undersigned's members, partners, affiliates or immediate family or (B) a trust, the beneficiaries of which are the undersigned and/or members of the undersigned's immediate family, shall not be prohibited by this agreement; provided, that (x) the donee or transferee agrees in writing to be bound by the foregoing in the same manner as it applies to the undersigned and (y) if the donor or transferor is a reporting person subject to Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), any gifts or transfers made in accordance with this paragraph shall not require such person to, and such person shall not voluntarily, file a report of such transaction on Form 4 under the Exchange Act. "Immediate family" shall mean spouse, lineal descendants, father, mother, brother or sister of the transferor and father, mother, brother or sister of the transferor's spouse.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Morgan Stanley, on behalf of the Underwriters, may, in its sole discretion, waive or amend any restriction contained in any lock-up agreement

with a shareholder of the Company; provided, that, if any shareholder listed on

Exhibit A hereto (the "Permitted Seller") sells in excess of an aggregate of 10,000 Shares pursuant to any such waiver or amendment, the undersigned shall be permitted to sell that percentage of his or her total number of Shares that equals the percentage obtained by dividing (x) the number of Shares in excess of 10,000 that are sold by the Permitted Seller pursuant to such waiver or amendment, by (y) the total number of Shares held by the Permitted Seller prior to such sale.

This agreement shall automatically terminate if any of the persons listed on Schedule A hereto fail to sign a lock-up substantially in the form hereof prior to the date of the Prospectus, if the Underwriting Agreement is not entered into by December 31, 1999 or if the Underwriters do not purchase the Shares and the Underwriting Agreement is terminated pursuant to its terms.

Very truly yours,

(Name)

(Address)

Schedule A

F. Thomson Leighton
Daniel M. Lewin
THE ATREL TRUST
THE MALLARD TRUST
Paul Sagan
Robert O. Ball III
Earl P. Galleher III
David Goodtree
Steven P. Heinrich
Bruce M. Maggs
Jonathan Seelig
Battery Ventures IV, L.P.
Battery Investment Partners IV, LLC
Baker Communications Fund, L.P.
George H. Conrades
Polaris Venture Management Co. II., L.L.C.
Polaris Venture Partners II L.P.
Polaris Venture Partners Founders' Fund II L.P.
Arthur H. Bilger
Arthur H. Bilger 1996 Family Trust
ADASE Partners L.P.
AT Investors LLC
Todd A. Dages
Terrance G. McGuire
Edward W. Scott
Apple Computer, Inc.
Cisco Systems, Inc.
Microsoft Corporation