



# **CODE OF BUSINESS CONDUCT AND ETHICS**

*Revised as of May 1, 2013*

Dear Colleagues:

If you're like us, you feel an enormous sense of pride in all that Akamai has accomplished since our founding in 1998. Starting with some brilliant algorithms at MIT, Akamai has transformed our customers' use of the Internet from a chaotic network into a predictable, scalable, and secure business platform. We now routinely carry a significant portion of the world's Web traffic and increasingly are responsible for delivering and processing critical data for some of the world's most respected enterprises and government entities.

Our collective dedication and commitment to excellence not only have made these accomplishments possible but have earned us the trust of our customers, suppliers, shareholders, and colleagues. To remain worthy of that trust, we must always conduct ourselves with the highest degree of integrity.

To help guide us to meet that standard, we have established the following Guiding Principles as a set of ready-reference standards to guide how we make business decisions:

- We earn and maintain the trust of our customers, partners, shareholders and colleagues.
- We create superior customer satisfaction and shareholder returns.
- We act ethically and responsibly.
- We provide a great place to work.
- We strive continuously to be innovative and profitable... and to have fun.

We expect every employee, director, and individual advisory board member to exercise the highest level of excellence and integrity and to comply with the Guiding Principles, this Code, Akamai's policies, and all applicable laws, rules and regulations. Not only is this the right thing to do, but it is key to helping ensure that we continue to be successful in the future.

Tom Leighton  
Chief Executive Officer

Melanie Haratunian  
Executive Vice President, General Counsel

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## I. INTRODUCTION AND OVERVIEW

Akamai Technologies, Inc. and its global affiliates (collectively, “Akamai” or the “Company”) is committed to operating at the highest level of excellence, honesty, fairness, and integrity. It is the responsibility of everyone on the Akamai team -- employees, officers, directors, and advisory board members -- to make decisions and take actions in a manner that fully honors Akamai’s commitment to these values.

This Code of Business Conduct and Ethics (the “Code”), like earlier versions it replaces, is designed to help you keep these values in sight as you conduct business on Akamai’s behalf. Doing so will help ensure that we treat others as we would like to be treated, we pursue only those business opportunities that will support these values, and our actions will withstand the highest public scrutiny and ethical review.

Please understand that Akamai considers any violation of the Code to be a serious offense and, subject to applicable law, conditions your employment/board membership on your continued compliance with the Code.<sup>1</sup> As a member of the Akamai team, it is also your responsibility to report any apparent violation of the Code by someone else.<sup>2</sup> Doing so is not an act of disloyalty but rather is evidence of your commitment to protect and preserve Akamai’s culture of ethical business and trust.

While this Code covers a broad range of activities, and provides numerous examples of actions and situations that are either prohibited or acceptable, it cannot address every ethical or difficult situation that may arise. If you are faced with a situation that you believe is not covered by the Code, you should exercise common sense and good judgment. Before taking action, you should anticipate how your action could be perceived, including asking yourself the following questions:

- Will my action be consistent with Akamai’s Guiding Principles and values?
- Will my action conform with the spirit of this Code?
- Could my action create even the appearance of impropriety or otherwise potentially embarrass the Company?

If you remain unsure how to act, please contact your supervisor or Akamai’s Legal Department to help you make the right decision.

Our employees who are located outside of the United States are obligated to avoid behavior that is prohibited by this Code, even if such behavior may be legal or otherwise acceptable in their local country.

Please carefully review this Code and the related Akamai policies referenced throughout it. Contact your supervisor or Akamai’s Legal Department with any questions you may have. The final sections below provide information about how to identify and report a suspected violation of the Code.

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<sup>1</sup> Subject to applicable law, your compliance with the Code is a condition of your employment with, or ability to serve as a board member of, Akamai, regardless of whether you sign the Acknowledgement of Receipt at the end of this document.

<sup>2</sup> Section X below describes how to report such Code violations or concerns. Supervisors who are notified of a suspected or actual violation likewise are obliged to so report.

## II. CONFLICTS OF INTEREST

You must act in the best interests of Akamai and refrain from engaging in any activity that presents a conflict of interest. A “conflict of interest” occurs when your personal interests interfere, or appear to interfere, with the interests of Akamai.

You must always avoid conflicts of interest because they impair your ability to make decisions that are solely in Akamai’s best interests, and they damage the trust among you, Akamai, our business partners, and the public.

You are strictly prohibited from entering into any business, financial or other relationship with Akamai’s existing or potential customers, competitors, or suppliers that might impair, or appear to impair, the exercise of your judgment for Akamai. Similarly, you may not make a business decision for Akamai that is, or could be construed to be, motivated by personal gain. Engaging in an activity in which you have a conflict of interest, or the failure to disclose a conflict of interest, constitutes a serious offense and may subject you to disciplinary action, up to and including termination.

Before committing yourself or Akamai to any transaction or relationship that reasonably could be expected to give rise to a conflict of interest, it is your responsibility to disclose the situation to your supervisor (or to the Legal Department if you are an officer, director, or advisory board member). Your supervisor or the Legal Department, as appropriate, will determine, with such assistance as he or she deems appropriate, whether the transaction or relationship is in Akamai’s best interests and/or whether a disinterested Akamai decision-maker should take over responsibility for handling the transaction or relationship. You will be required to abide by that determination.

Although it is impossible to list all of the situations that could be considered conflicts of interest, below are some illustrative examples:

1. *Akamai Business Dealings with Family Members or Others With Whom You Have a Personal Relationship.* If you are recommending that Akamai conduct business with a family member of yours, someone else with whom you have a personal relationship, or with a business in which such a person has any significant role (such as an executive or decision-maker in connection with an Akamai-related transaction), you must disclose your relationship and allow a disinterested Akamai decision-maker to make the final decision whether your recommendation ultimately is in Akamai’s best interests. Akamai construes a “**family member**” very broadly to include, but not be limited to: your spouse, parents, children, siblings, grandchildren, in-laws, aunts, uncles, cousins, spouses of such relatives, and any adoptive and step relationships. Examples of people with whom you may have a personal relationship include but are not limited to: friends, roommates, boyfriends/girlfriends, or former colleagues.

**Example:** Your sister, a sales representative for a telecommunications company, has suggested that Akamai work with her to put in place a network deal. It would not be appropriate for you to make the determination of whether Akamai should enter into the deal or to personally negotiate the terms of such a deal with her company. Instead, you should bring the opportunity to your supervisor’s attention so that an objective member of the Akamai team can evaluate it.

**Example:** Your brother-in-law, is a drug developer for a pharmaceutical firm that is seeking to purchase Akamai services. He has no involvement with the firm's IT department or procurement activities. It is unlikely to be a conflict of interest for you to pitch Akamai services or negotiate the contract with his firm; however, it would be prudent to disclose the situation to your supervisor before becoming involved.

2. *Outside Employment.* It is a conflict of interest to engage in any business outside of Akamai (including serving as an officer, director, partner or consultant) if it could interfere with your performance at Akamai or require you to use Akamai's confidential information, property, or systems. Working for, or providing services to, an actual or potential competitor, customer or supplier of the Company raises the most concerns about a possible conflict of interest. However, other situations exist where a less obvious conflict of interest may be present. Before an employee can agree to engage in any outside business, he or she must obtain the approval of his or her supervisor and Akamai's Legal Department or the Senior Vice President of Human Resources.

**Example:** Your best friend from college is running a start up streaming company. He asks you to serve on his company's board of directors so you can share your insight into the streaming business, technology and what customers want. You would not be allowed to accept the invitation, without first obtaining the approval of your supervisor, and the Legal Department or Senior Vice President of Human Resources.

**Example:** You are in the Akamai Network Operations organization. It would be a violation of the Code (and potentially your Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Developments Agreement) to use your Akamai computer, software licensed to Akamai, or any Akamai proprietary information made available to you through your employment at Akamai to develop global traffic management code as part of a side business, even after normal business hours.

**Example:** You are a software programmer and a friend has offered you an opportunity to perform programming work as a consultant for an ISV in your free time. You must obtain approval from your supervisor, and the Legal Department or Senior Vice President of Human Resources prior to accepting the position regardless of whether that particular ISV currently has a relationship with Akamai.

3. *Use of Position for Personal Benefit.* You may not exploit your position with Akamai for your own personal pecuniary profit or gain (other than your compensation paid by the Company), or for the pecuniary profit or gain of any family member or person with whom you have a personal relationship. Neither you nor any such person may solicit or accept any compensation, payment, investment, opportunity, arrangement, or other benefit on terms or conditions more favorable than those generally available to the public and that are made available because of your position at Akamai. Similarly, you may not use your special knowledge of Akamai or an Akamai partner or customer's network, offering, application, or business to give yourself, your family member, or someone with whom you have a personal relationship more favorable pecuniary opportunities than are otherwise available to the general public.

**Example:** You or your colleagues have worked with an Akamai customer to develop an application used to select the winners in an on-line contest. Akamai reserves the right to require you to return any prize you may win through an on-line contest if doing so is necessary to avoid any actual or appearance of impropriety.

**Example:** You are a technical consultant who has access to a pay-per-view streaming customer's broadcast of a concert series. You may not create a token that allows you, fellow employees, friends and/or family members to watch the pay-per-view streams for free.

**Example:** Akamai hosts an EdgeComputing application for a customer that, among other things, provides waiting-room functionality for end-users purchasing tickets for future sporting or concert events. Regardless of your position with Akamai, it is not a violation of the Code for you, your family members, and persons with whom you have a personal relationship, to use the site like any other end-user to purchase tickets for such events. However, it would be a violation if you used special knowledge of the intricacies of the customer's network, service, application, or business to give you, a relative, or someone with whom you have a personal relationship to gain a more favorable place in the queue.

**Example:** You are responsible for purchasing computer equipment for the Company. You may not ask, or allow, an equipment supplier doing business with the Company to supply equipment to your spouse's business at a special, discount rate.

**Example:** It is a conflict of interest if you use Akamai's advisors, suppliers or contractors in a personal capacity and do not pay market value for the product or service received.

*Please refer to the Business Hospitality section of the Code for additional details of your obligations in this area.*

4. *Appropriation of Business Opportunity.* You may not appropriate for your benefit, or for the benefit of any family member or other person with whom you have a significant personal relationship, any business opportunity that is discovered or developed in the course of your Akamai duties and that relates to any business in which Akamai engages, or is likely to engage, without the specific prior approval of Akamai's Legal Department.

**Example:** You are aware that the Company is seeking to expand its office space. A broker contacts you to indicate that a parcel of commercial real estate is available for sale. You may not acquire or offer to acquire the property unless you have offered it to the Company and the appropriate Company officers and committees have declined to purchase the property.

**Example:** You are negotiating a strategic relationship with a start up company that has developed some software that is of interest to Akamai's Engineering group. Having gotten to know you, the start up invites you to invest in a round of its pre-IPO financing. You may not personally participate in such investment unless you have offered the opportunity to the Company and the appropriate Akamai officers and committees have declined to pursue the investment and such investment is consistent with guidelines discussed in Section 5 below.

5. *Investment Activity.* It is a conflict of interest, and illegal, if investment activity that benefits you (or a relative or other person with whom you have a personal relationship), actually is, or appears to be, influenced by material non-public information that you possess by virtue of your position with Akamai.

A. *Insider Trading.* You may not buy or sell Akamai stock or bonds or encourage others to do so if you have material, non-public information about Akamai, even if

you do not use such information as a basis for such trade and even if you have not been notified that you are “blacked out.” ***Please refer to the Insider Trading Policy for a detailed discussion of your obligations in this area.***

**Example:** You are in Sales and know Akamai’s quarterly revenue estimate has changed materially. You may not trade in Akamai securities until the beginning of the second business day after the public announcement of the information about such change has been publicly disseminated, regardless of whether you have been notified that you are “blacked-out”.

**Example:** You are a Marketing employee and know that Akamai is about to acquire a sizable company. You may not trade in Akamai securities until the beginning of the second business day after the public announcement of the acquisition has been publicly disseminated, regardless of whether you have been notified that you are “blacked-out”.

B. *Investment in a Business Outside of Akamai.* An investment that benefits you (or a relative or other person with whom you have a personal relationship) in an entity that does business with Akamai violates the Code if the investment compromises, or appears to compromise, your responsibilities to Akamai, including creating, or appearing to create, a conflict of interest. Factors to consider when determining whether a conflict of interest exists with an outside business investment include the extent to which your position with Akamai brings you in contact with the other company, the amount of the investment, the nature of the company’s business, and the type of relationship the company has with Akamai. Whether such an investment is permissible depends on the particular facts and circumstances of the situation and you should check with Akamai’s Legal Department if you are unsure whether such investment will comply with the Code. As a general guideline, an investment in less than one percent of the outstanding securities or capital value of the business and which constitutes less than five percent of your family’s total assets generally is permissible.

**Example:** Your best friend from college who is running a start up streaming company recognizes that you won’t be able to serve on its Board of Directors; however, he asks you to invest \$10,000 in the company. Such an investment would be an impermissible conflict of interest.

**Example:** It would not create a conflict of interest for you to buy 100 shares of stock in Microsoft Corporation, even though it is an Akamai customer.

**Example:** You are a Product Marketing employee and have access to proprietary information, such as information from another company on a new product development strategy. You may not rely on that information to make personal investments in such company.

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Sections 1 through 5 of Article II above address specific types of conflicts of interest and establish specific prohibitions on activities and behavior that will, or could appear to, compromise Akamai’s reputation or integrity. These types of conflicts of interest and the associated examples do not represent a complete list of all scenarios in which a conflict of interest arises. If a situation arises in which your integrity or Akamai’s reputation could, or could appear to, be compromised, discuss it with your supervisor or the Legal Department to ensure that you are doing the right thing.

### III. BUSINESS HOSPITALITY

Reasonable gifts, meals, entertainment, and other business hospitalities and amenities (“**Hospitalities**”) of modest value are generally permissible business courtesies when dealing with non-government entities. Akamai makes decisions regarding whether we do business, and the extent to which we do business, with other entities based solely on the quality, performance, and cost of such entities’ offerings. Similarly, we expect customers and partners to do business with us because of the superiority of our offerings. Hospitalities should never be given or received in consideration for, or in expectation of, action by the recipient. It can damage Akamai’s credibility if it appears that your seeking or accepting Hospitalities from existing or potential vendors improperly influences or rewards decisions regarding our vendors or otherwise appears to impair our objectivity or judgment with respect to vendors. Similarly, Akamai’s reputation also can be damaged if it appears that your giving of Hospitalities improperly influences or rewards an existing or potential customer’s or other business partner’s decision to do business with Akamai.

There are certain guidelines you should follow to ensure that any Hospitality given or received is not excessive or improper, does not create even the appearance of inappropriately influencing or rewarding decision-making, does not create a conflict of interest for the recipient, nor appears to be compensation for the recipient’s decision-making. As discussed further below, if the Hospitality involves a government entity, additional more stringent requirements apply as well.

**This can be a complicated area – unique situations arise all the time. Do not hesitate to ask your supervisor or the Legal Department for guidance.**

1. *Meals and Entertainment Involving Non-Government Employees.* As previously noted, Hospitalities should never be given or received in consideration for, or in expectation of, action by the recipient that he or she would not otherwise take. There is no bright line rule in this area, and the context of the applicable business meal and entertainment should always be considered. For example, there is a clear difference between (a) a customer inviting an Akamai technical consultant out for a thank you dinner to celebrate the successful completion of a difficult integration which is acceptable, and (b) a customer hosting a lavish dinner for an Akamai Finance or Sales executive involved in resolving pending issues related to issuing credits to that customer. The latter is likely not acceptable.

#### General Rule

To help avoid even the appearance of impropriety, you may offer business meals and entertainment to, and accept business meals and entertainment from, non-government entities with whom Akamai does business (“**Business Associates**”) only so long as such meals and entertainment:

- are appropriate as to time and place,
- will not cause Akamai embarrassment if publicly known,
- are of reasonable price, and
- are infrequent.

Whether the price of a meal or entertainment is reasonable for purposes of this standard depends on the particular facts and circumstances of the situation. As a guideline, the price of a meal generally

is considered reasonable if it is less than \$150 per person, the price of entertainment (sporting event tickets, concerts, etc) generally is considered reasonable if it is less than \$150 per person, and if the invitation includes both a meal and entertainment, the combined price of both the meal and entertainment generally is considered reasonable if it is less than \$300 per person.<sup>3</sup> The price of customary business-related entertainment (such as a golf outing or a local sports, cultural, or civic event) may be deemed reasonable even if it exceeds the \$150 per person guideline, so long as the price is reasonable, the entertainment (and any associated meal) otherwise meets the bulleted standards above, and your EVP/SVP or the Legal Department pre-approves the invitation<sup>4</sup>. The EVP/SVP should consult with the Legal Department if the price materially exceeds this threshold or it is not clear that the event is otherwise appropriate.

**Example:** You are in the Finance Department and one of our investment advisors invites you and your team to lunch at The Cheesecake Factory to discuss Akamai and the account. Can you accept? Yes – this would be appropriate under the guidelines above.

**Example:** You are an Akamai employee serving on the customer advisory board (“CAB”) of a computer supplier, and you are invited to a CAB meeting in Europe. The supplier offers to pay for all of your expenses for the trip, including airfare for you to and from the meeting, the hotel (which is very elegant), and meals and entertainment. The daily meeting agenda is extensive, however, and it leaves no doubt that your primary focus will be to fulfill your obligations as a CAB member, and your attendance at the meeting will ultimately further Akamai’s legitimate business interests. Generally, these types of arrangements where another company agrees to pay costs that Akamai would otherwise be obligated to pay are acceptable under the Code, because the individual benefits are minimal compared to the benefits to Akamai. In this specific example, however, due to the opulent nature of the trip and your accommodations, it would be prudent to obtain the prior approval of your EVP or the Legal Department.

### Other Common Situations

*Akamai-Sponsored Events.* From time to time, to advance corporate purposes, Akamai may have tickets to a cultural or sporting event or other forms of entertainment. In distributing access to such events, the order of priority should generally be as follows: (1) customers, (2) individual employees who work directly with the particular customer that is the focus of the event, (3) other meritorious employees, and then (4) third parties such as spouses, children and/or friends of Akamai employees. In any event, offers to attend entertainment events of this kind can be changed or revoked at any time if needed in order to better satisfy Akamai’s best interests (e.g.,

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<sup>3</sup> When considering offering or accepting meals or entertainment in countries outside the United States, you should use the equivalent value of the local currency. However, for India and Japan the guideline for meals and entertainment is 2,000 INR and 20,000 JPY, respectively.

<sup>4</sup> For situations involving an EVP or SVP, that individual should obtain pre-approval from the CEO or the General Counsel. For situations involving the CEO, he or she should obtain pre-approval from the General Counsel. For situations involving the General Counsel, he or she should obtain pre-approval from the CEO. The General Counsel may delegate to other members of the Legal Department approval authority for matters not involving other Executive of Senior Vice Presidents or the CEO.

if a customer previously indicated that she could not attend but changed her mind, it may be required to revoke an invitation made to an Akamai family member). If the nature of the event or other circumstances suggest that the priorities listed above should not be followed, you should contact your EVP/SVP or the Legal Department for approval prior to attending the event.

**Example:** Akamai has a luxury suite for the MLB All Star game and 12 tickets. Can you and your wife take two of the tickets? The answer is probably no. Under the priority rules above, tickets should primarily be offered to Akamai customers and Akamai personnel who have a direct relationship with those customers and would help host the event. If there are extra tickets because not enough customers sign up or there are last minute cancellations, the organizer of the event should go through the priority framework outlines above. As a side issue, Akamai would not pay for any airfare or other incremental expenses for a spouse, partner or other family member to attend such an event.

*A Third Party Offers Free Tickets or the Right to Buy Tickets to a Premium Event.* A customer or vendor may offer you multiple tickets to an event. In addition to the guidelines on whether the opportunity is reasonable in terms of price and is otherwise appropriate, the order of priority in distributing such tickets or the opportunity to purchase such tickets should generally be as follows: (1) individual employees who work directly with the particular customer or vendor that is the focus of the event, (2) other meritorious employees, and then (3) third parties such as spouses, children and/or friends of Akamai employees. If the nature of the event or other circumstances suggest that the priorities listed above should not be followed, you should contact your supervisor or the Legal Department for approval prior to attending the event.

**Example:** You are an Akamai salesperson; one of your customers offers you four \$200 tickets to a Bruce Springsteen concert at Madison Square Garden. First, the dollar amount of the tickets is considerably above the \$150 guideline above; therefore, you will need to the prior approval of the EVP of Sales or the Legal Department. In addition, you should not accept all four tickets for use by yourself and your family or friends without first addressing the priority structure outlined above. If you believe an exception to the priority order is warranted, you should obtain prior approval from your supervisor.

*A Third Party Invites a Spouse or Friend to Accompany you to an Event or Akamai Hosts an Event that Includes Spouses or Friends.*

Customers, suppliers or others may specifically invite an Akamai employee and a spouse or friend to attend an event, or Akamai might host a customer or vendor event to which spouses or friends (both yours and those of a customer or vendor) are invited. Subject to the reasonableness and appropriateness guidelines above, it is often possible to accept such an invitation. However, if the event involves travel or the payment of expenses for your spouse or friend by a customer or vendor, you should obtain prior approval from your supervisor or the Legal Department. Unless it is an Akamai-sponsored event that specifically includes family members or friends that has been approved in advance by an EVP/SVP, Akamai will not reimburse expenses associated with your family member's or friend's participation. Further, it will rarely be acceptable for an Akamai employee to request to bring a family member or friend to an event if that was not part of the invitation. If you have questions about whether it is appropriate to accept an invitation

involving a friend or family member that is not described above, you should consult the Legal Department prior to accepting the invitation.

**Example:** Your principal contact at a vendor is in town with his wife and invites you and your partner out to dinner. Subject to the dollar limitations and other applicable guidelines, it is okay to accept the invitation.

**Example:** You are an Akamai employee serving on the customer advisory board (“CAB”) of a computer supplier, and you and your spouse are invited to a CAB meeting in Europe. The supplier offers to pay for all of your expenses for the trip, including airfare for you and your spouse to and from the meeting, the hotel (which is very elegant), and meals and entertainment. The daily meeting agenda is extensive, however, and it leaves no doubt that your primary focus will be to fulfill your obligations as a CAB member, and your attendance at the meeting will ultimately further Akamai’s legitimate business interests. Generally, these types of arrangements where another company agrees to pay costs that Akamai would otherwise be obligated to pay are acceptable under the Code, because the individual benefits are minimal compared to the benefits to Akamai. In this specific example, however, due to the opulent nature of the trip and your accommodations and the inclusion of your spouse and expenses associated with his or her attendance in the invitation, you must obtain the prior approval of your EVP/SVP or the Legal Department.

*A Third Party Has Access to Tickets or an Event and You Would Like to Attend.*

Over the years, Akamai has developed relationships with numerous sports leagues, media and entertainment companies and other organizations that produce enticing events. Many times admission to these events is exclusive or very expensive. It is generally not permissible under the Code for Akamai personnel to leverage these relationships to try to get access to tickets or admission to events for personal use. There is a difference between being invited to an event by a customer or a vendor and proactively reaching out and asking a customer or vendor for help in buying or otherwise getting tickets to an event. The solicitation of benefits is rarely permitted and then only after your EVP/SVP or the Legal Department has determined that the request is not against Akamai’s interest and provides you with prior approval.

**Example:** You are a huge fan of the Washington Nationals and they make the playoffs. The game is completely sold out but you know that Akamai has a relationship with Major League Baseball. Is it okay to ask someone on the MLB team to see if there’s a way for you to get or buy tickets from the league office to the game? Probably not. In the Conflicts of Interest section of the Code above, we make clear that you may not exploit your position with Akamai to solicit any benefit on terms or conditions more favorable than those generally available to the public and that are made available because of your position at Akamai.

*An exhaustive list of all the situations where Hospitality issues may arise is simply not possible, and the examples above are designed to help you understand what types of factors you should consider. In addition, events such as Titans Club where applicable employees are expressly allowed to invite one other person as part of the recognition do not require any other pre-*

*approval. Please refer to the Travel & Entertainment Policy for additional details of your obligations in these areas, and if in doubt, consult with your supervisor or Akamai's Legal Department.*

2. *Gifts Involving Non-Government Employees.* You may accept a gift from, or use Akamai's funds or assets to provide a gift to, a Business Associate only as long as such a gift:

- is of modest value,
- is customary or appropriate under the circumstances, and
- will not embarrass Akamai if publicly known.

For questions related to Akamai employees' attendance at sporting events (i.e., a gift of tickets), see the Meals and Entertainment sections of the Code above. Whether the price of a gift is reasonable for purposes of this standard depends on the particular facts and circumstances of the situation and you should check with Akamai's Legal Department if you are unsure whether a gift will comply with the Code. As a guideline, for purposes of this standard, the price of a gift generally is considered of modest value if it has a retail value of less than \$150.<sup>5</sup> If you believe that there is a legitimate reason to exceed this limit, you need the prior approval of the Legal Department. Note that awards given to successful Akamai channel partners during a sales incentive contest are not considered gifts. Trips, use of vacation homes, and other lavish gifts are inherently compromising and should not be accepted. Similarly, cash or its equivalent should never be given or received as a gift. If you are offered, or are given, a gift that is inconsistent with these standards or otherwise appears inappropriate, inform the Business Associate of our Code, courteously decline and/or return any gift received, and notify your supervisor. If you must accept the gift to avoid causing public embarrassment or offense to the person offering it, you may accept the gift on behalf of Akamai, so long as you promptly report it to your supervisor and turn it over to the Company. If you have any questions about whether a gift is appropriate under the Code, you should discuss the situation with your supervisor or the Legal Department.

**Example:** You work in Corporate Services and are responsible for choosing the vendor who will supply Akamai with a \$1,000 copier. You arrive at work one morning to find a \$250 clock with a note thanking you for your consideration of XYZ Supplier Corp, a supplier soliciting Akamai's business from you. To avoid violating the Code, you are expected politely to return the clock. If appropriate, you could also ask that XYZ Supplier Corp reduce the price of the copier it is offering by \$250.

**Example:** You are a Director in Engineering actively recruiting the whiz- kid-of-all-whiz-kids who is about to graduate from MIT and is considering multiple job offers. While the whiz-kid is considering Akamai's offer, you also offer the whiz-kid's significant other a job at Akamai for which they would receive salary and stock options that vastly exceed what we would normally pay someone of that experience level. Offering the significant other the job would violate the Code because the excess compensation would be deemed to be an improper gift.

**Example:** You are a regional sales manager who has learned that your long-time primary business contact at a large customer has unexpectedly passed away. You would like to send

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<sup>5</sup> When considering offering or accepting a gift in countries outside the United States, you should use the equivalent value of the local currency.

flowers to the deceased's family on behalf of Akamai, but you are concerned that a flower arrangement priced at a level within the company's \$150 gift guideline may reflect poorly on Akamai. Provided you obtain approval from the EVP of your department, sending a flower arrangement that exceeds the guideline of \$150 would not violate the Code.

3. *Government Business Dealings.* Doing business with government entities is different than doing business with commercial businesses. There are a multitude of applicable laws, rules, and regulations that impose strict requirements on contractors and businesses, like Akamai, that do business with the government. These laws, rules, and regulations are in place to protect the public trust and violating them may cause us to lose valuable government contracts and subject us to civil fines and criminal sanctions. Bribes and kickbacks are criminal acts that are never proper and are strictly prohibited by law. You may not offer, give, solicit or receive any form of bribe or kickback anywhere in the world. When considering offering a Hospitality (or any form of compensation) to, or receiving a Hospitality from, a local, state, federal, or international government official or government contractor, you not only must comply with the guidelines in this Code and Akamai's Doing Business with the Government Policy but also with a variety of requirements that vary state to state, among government agencies and from country to country. Therefore, you must consult Akamai's Doing Business with the Government Policy *and* check with Akamai's Legal Department before offering anything of value (even a meal) to a current or former government official or a government contractor and before accepting anything of value from a current or former government official or a government contractor. In addition, no Akamai employee may pay any sum of money or provide anything of value to foreign government officials, agencies or organizations for the purpose of obtaining, retaining, or directing business with such agencies or organizations; these restrictions also apply to consultants and agents acting on our behalf.

**Example:** An Akamai VAR is seeking to do business with government entities in a foreign country. An employee of the VAR approaches Akamai and asks us to share expenses associated with doing business with local and regional government agencies in that country. It is clear from the context of the request that funds advanced by Akamai would be paid to government officials and/or intermediaries to influence their decision to choose Akamai services. The payment of any such money by you and/or the VAR appears to be illegal under U.S. law and thus would be prohibited under the Code.

**Example:** You are a direct sales representative who has been trying to sign up a potentially valuable government agency as an Akamai customer. Without checking with Akamai's Legal Department, you invite one of the agency's principal decision-makers to a \$25 lunch to learn more about the agency's business needs and better explain what Akamai does. Such a lunch may violate that particular agency's ethics requirements and thus potentially subject the official and/or Akamai to civil and criminal sanctions and public embarrassment.

*Please refer to the Doing Business with the Government Policy and the Compliance with Law section of the Code for additional details of your obligations in this area.*

#### IV. HONEST AND ETHICAL CONDUCT AND FAIR DEALING

You must deal honestly, ethically and fairly with our customers, suppliers, competitors, and employees. You may not take unfair advantage of any third party through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair dealing. You should never represent the Company in a manner that compromises the integrity of the Company or embarrasses the Company, its customers, shareholders, or other employees, or that violates the trust of our shareholders, customers, business partners, suppliers, or the Company.

You must accurately represent Akamai and our offerings in marketing, advertising, and sales efforts, as well as in statements, presentations, and other business dealings. All public statements made on behalf of Akamai must be truthful and should not be misleading or purposefully made to be easily susceptible to misinterpretation.

**Example:** You represent to a customer that Akamai has never lost a customer. Such a misrepresentation would be a violation of the Code.

**Example:** You have discovered a way to alter customer records to make it appear that a customer's traffic volume is higher than it actually was to generate higher bursting charges from the customer. Any such manipulation or misrepresentation of the customer's actual usage would be a violation of the Code.

Similarly, you may not make false, misleading, or fraudulent statements about any other company or its offerings. When you need to make comparisons between our offerings or performance and those of a competitor, such comparisons must be accurate and factual, based on knowledge or research that can be verified or reasonably relied upon.

**Example:** You are a sales representative who has heard a rumor that a competitor's service is deficient in certain respects or lacks certain functionalities. Without independently investigating the truth of the assertions, you tell a prospect that the deficiencies and absence of certain functionalities have been proven to exist. Such conduct would be a violation of the Code.

There are acceptable ways to obtain public data about competitors that may not require you to identify yourself as from Akamai or to identify Akamai as the recipient of the data, but you should not seek or obtain such information if doing so invades privacy, is false or misleading, or is in violation of laws or contracts that protect proprietary data or confidential relationships.

**Example:** It is improper to pretend to be a potential customer to obtain confidential data about a competitor's recent service incident.

**Example:** An associate of yours who no longer is employed by a competing company lets you know that, even though she is still subject to a confidentiality agreement with her employer, she has confidential information about that company that she would be willing to share with you. Accepting or using any such information she relayed to you would violate the Code.

*Please refer to the Message Board, Chat Room, and Public Disclosure, and the Electronic Communications Policies for additional details of your obligations in this area.*

## V. PROTECTION AND PROPER USE OF AKAMAI PROPERTY

1. *Use of Akamai Property.* You have a responsibility to protect and preserve the Company's property, to use it appropriately and to prevent its theft or waste. The services, software and products that Akamai offers may only be used for legitimate business purposes and not for your personal benefit or the personal benefit of others. Company property, such as computers, office supplies, and printers, should be used to further legitimate business objectives of the Company and primarily for Akamai business. To the extent that Company property is used for occasional personal use, it should not interfere with our business or the performance of your responsibilities for Akamai.

Examples of prohibited conduct include, but are not limited to:

- Sending your family holiday cards through the Company's postage meter.
- Taking office supplies or Company equipment home for personal use.
- Using an Akamai-leased corporate apartment for a personal stay.

*Please refer to the Proprietary and Confidential Information, the Safety and Security, the Message Board, Chat Room and Public Disclosure, and the Electronic Communications Policies for additional details of your obligations in this area.*

2. *Use of Company Systems.* The data and other information you generate, send, receive, and store using Company equipment, network, or systems (including email, voicemail, and Internet usage) ("**Systems**") are business records that represent Akamai property. As a consequence, the Company has a right to review and access such communications subject to applicable law, if necessary.

Your use of Akamai Systems reflects on the Company. At no time may you use Akamai Systems or property to view, access, store, share, copy, upload or download information of an obscene, offensive, racist or sexually explicit nature. Fraudulent, harassing, threatening, obscene or inappropriate messages or screen images are prohibited. Similarly, you may not use Akamai Systems to make or use unauthorized copies of copyrighted materials without obtaining the prior approval of the author; in particular, you have a duty to ensure that only authorized copies of software are installed on your office computer.

Examples of prohibited conduct include, but are not limited to:

- Downloading pornographic materials from the Internet using Akamai Systems, even after business hours.
- Downloading copies of movies, television shows, music or other files that you did not purchase from the content owner.
- Creating or forwarding an email containing offensive jokes to other employees or others outside Akamai.

*Please refer to the Non-Harassment and Non-Discrimination, the Proprietary and Confidential Information, the Safety and Security, the Message Board, Chat Room and Public Disclosure, and the Electronic Communications Policies for additional details of your obligations in this area.*

3. *Participation in Political Activities.* Akamai respects your right to actively support the political parties and candidates of your choice, but campaign work and fund raising must be done on your own time. If a planned personal political contribution could in any way be

perceived as involving Company funds, property or services, consult with Akamai's Legal Department prior to making the contribution.

Examples of prohibited conduct include:

- Using Akamai's Internet connection to visit chat rooms to post your political opinions.
- Making an individual political contribution but attributing contribution to the Company.
- Agreeing to donate Akamai services to a political campaign or party without the approval of Akamai's Chief Executive Officer, EVP of Sales, and General Counsel.

*Please refer to the Doing Business with the Government Policy for additional details of your obligations in this area.*

4. *Record Retention.* Akamai's Record Retention Policy is designed to ensure that records created or received in the normal course of our business are retained for an appropriate period of time. A record may exist in any number of physical formats including electronic mail, magnetic tape or disk, CD, video, or hard copy. You are responsible for the retention and destruction of your emails and other records in accordance with this policy. Akamai's goal is to minimize the number of records retained and, in general, records need not be retained unless required by law, regulation or Akamai policy. However, you should be aware of certain special circumstances under which records should not be destroyed regardless of the retention period applicable to such record. Such circumstances include anticipated or pending litigation or government investigation. Destroying records in these circumstances may constitute a criminal act resulting in fines and punishment to you and Akamai. The General Counsel will notify Akamai employees and directors if a situation arises that requires retention of specific records beyond the periods contemplated by the Record Retention Policy.

*Please refer to the Document Retention Policy for additional details of your obligations in this area.*

## **VI. PROTECTING CONFIDENTIAL INFORMATION**

1. *Preserving the Confidentiality of Akamai's Information.* Akamai's continued success depends on our ability to protect our confidential and proprietary information, including our intellectual property, which is our most valuable asset. For purposes of this Code, "**Confidential Information**" includes all non-public information that might be of use to our competitors, or harmful to us or to our customers, if disclosed.

You are under a continuing obligation to protect Akamai's Confidential Information from unauthorized use. You should only disclose Akamai's Confidential Information to others within Akamai who need to know such information. Outside of Akamai, you should be aware of inadvertent disclosure. Do not have conversations about Akamai's Confidential Information in public areas, such as elevators, trains or airplanes, where such conversations can be overheard. Also, do not leave documents containing Akamai Confidential Information where unauthorized individuals they can read or obtain them.

You also are prohibited from selectively disclosing material, non-public information about Akamai to select individuals or groups (e.g., a small group of investors or customers) without disclosing that information on a broad, public basis (e.g., a press release or SEC filing). If you accidentally disclose such information, you must contact the Legal Department immediately.

You may sometimes need to disclose Akamai's Confidential Information to Akamai's potential customers or business partners. In that case, you should first contact Akamai's Legal Department to ensure that an appropriate written nondisclosure agreement is signed by all necessary parties before any such disclosure occurs. You should never sign a third party's nondisclosure agreement before the Legal Department approves the agreement.

*Please refer to the Proprietary and Confidential Information, and the Electronic Communications Policies for additional details of your obligations in this area.*

2. *Preserving the Confidentiality of Others' Information Entrusted to Akamai.*

Almost all nondisclosure agreements executed by Akamai are mutual in nature. Consequently, you are obligated to protect the confidential information of our partners, suppliers, contractors, competitors and customers that is exchanged under such an agreement in the same manner as you are required to protect Akamai's Confidential Information. If you have access to confidential information about any of our partners, suppliers, contractors, competitors and customers as part of your job, you must use it solely for legitimate business purposes and as permitted by any applicable law, agreement, and the Code. The foundation of our relationships with all of our partners, suppliers, contractors, and customers is built on trust and it is up to everyone on the Akamai team to ensure that we continue to earn that trust through our actions, including by protecting the confidential nature of proprietary information such entities have entrusted to us. Similarly, you must also abide by any agreement that you entered into with your previous employer that may include restrictions on your use and disclosure of such employer's confidential information, restrictions on your ability to solicit former colleagues to work at Akamai and restrictions on your ability to compete with your prior employer.

*Please refer to the Proprietary and Confidential Information, the Message Board, Chat Room, and Public Disclosure, and the Electronic Communications Policies for additional details of your obligations in this area.*

3. *Public Communications.* When Akamai disseminates company information to the press, the financial analyst community and its stockholders, such information must be especially accurate, complete and consistent. There are numerous laws and regulations that prohibit the selective disclosure of material information to financial analysts and similar persons. For this reason, you must refer all inquiries regarding financial, stock or similar information to those individuals designated by Akamai as official Akamai spokespersons who include Akamai's Chief Executive Officer, Chief Financial Officer, Director of Investor Relations, or Director of Public Relations. Unless authorized by these official Akamai spokespersons, you may not speak directly to the press, the financial analyst community or Akamai's stockholders regarding Akamai financial, stock or similar matters.

**Example:** You have access to information regarding Akamai's unreleased quarterly financial performance. An analyst for a large brokerage firm, or a reporter from your local paper, calls you and asks, "How is the quarter looking?" You must refuse to answer the question/otherwise decline to comment and refer the individual to the Director of Investor Relations or the Director of Public Relations as appropriate.

**Example:** You are a member of the Global Marketing team preparing a press release announcing a significant Akamai development. You may not leak or disclose the contents or the essence of the pending release to any third party until that information has been publicly disseminated through the proper communications channels.

**Example:** You see an inaccurate tweet about an Akamai service and want to respond. Posting a response – even to correct an obvious error – is prohibited unless you have been specifically designated as an authorized spokesperson by the Global Marketing, Legal and Investors Relations teams.

*Please refer to the Insider Trading, the Message Board, Chat Room and Public Disclosure, and the Electronic Communications Policies for additional details of your obligations in this area.*

## **VII. ACCURACY OF BOOKS, RECORDS AND PUBLIC REPORTS**

Our reputation and our ability to meet our legal obligations is dependent upon the integrity of our business practices, including our internal record keeping and external reporting systems. Therefore, it is critical that you make every effort to report and record accurately and completely all transactions, assets and liabilities in accordance with Akamai policies and procedures, and applicable legal and accounting requirements. You should use good judgment and common sense when preparing any Company document to ensure that it objectively and accurately reflects the facts of the situation. Reports or records should not be used to mislead those who receive them or conceal anything that is improper. Expense reports should only include appropriate business-related expenses. Similarly, to the extent that you are compensated on an hourly basis, you must accurately report the time worked.

Examples of prohibited conduct include, but are not limited to:

- making an entry on the Company’s books and records that intentionally hides or disguises the true nature or timing of any transaction;
- failing to record a required entry in a timely manner;
- failing to provide the proper supporting documentation for purchases or commitments; or
- interfering with an audit or investigation by destroying or tampering with documents.

As a publicly traded company, Akamai is under a legal obligation to provide full, fair, accurate, and timely disclosure in reports and documents filed with, or submitted to, regulatory agencies, and in other public communications. If Akamai fails to do so, not only will our business suffer, but we could also face possible civil and criminal penalties that could extend to you.

In preparing our public reports and filings, Akamai relies on its employees to record completely and accurately the activities of the Company. Akamai holds you responsible for the accuracy and completeness of any records or reports that you create or maintain. This effort requires your cooperation even if you are not responsible for preparing or reviewing a particular public filing or report. Should you become aware of any questionable record keeping or reporting practice, you have a duty to report it to your supervisor, Akamai’s Chief Executive Officer, Chief Financial Officer, Director of Internal Audit, or General Counsel. Failure to comply with your internal reporting and recording obligations constitutes a violation of the Code.

**Example:** You are required to sign a Form 10-Q sub-certification and you (1) fail to adequately check with your direct reports, or otherwise investigate the facts, to ensure you can reasonably verify the veracity of the statements in your certification, or (2) neglect to disclose the occurrence of a circumstance that could have a material affect on our financial reporting. Your actions would violate the Code and could call into question the accuracy and integrity of Akamai's reported results.

**Example:** You receive an email from a customer canceling their service but do not forward it to Finance for processing until a month when the lost monthly recurring revenue will not be as problematic. Your actions would violate the Code and could call into question the accuracy and integrity of Akamai's reported results.

## VIII. COMPLIANCE WITH LAWS

Akamai conducts business around the world and, as a result, is subject to local, national, and international laws, rules and regulations (“**Laws**”). You are required to be generally familiar with the Laws that apply to your responsibilities at Akamai and to comply with all applicable Laws wherever Akamai does business. If you have questions about the Laws that apply to your job and responsibilities, contact Akamai's Legal Department. Similarly, if you are advised by Akamai's Legal Department not to take an action that would constitute a violation of a Law, or to take action that is required by a Law, you are expected to follow that advice.

1. *Antitrust Laws.* Akamai prides itself on maintaining its competitive advantage in a fair manner. Antitrust Laws exist to make sure everyone plays fairly. Although they are complex and cover a broad range of conduct, the main purpose of these Laws is to preserve competition by prohibiting arrangements or actions that could unreasonably restrain the functioning of a free and competitive marketplace including using a dominant market position to drive, or try to drive, a competitor out of business. Before engaging in any of the following types of activities, even if verbal, you should consult with the Legal Department:

- discussing, setting, or agreeing to influence prices with a competitor of Akamai (to be safe, you should also avoid any meeting or communication with a competitor without counsel present where there is the possibility that prices, discounts, or other business terms could be discussed), or
- agreeing with a competitor to divide customers, territories or markets or to boycott suppliers or customers

2. *Employee Relations.* At Akamai, we appreciate the diversity of our workforce and the uniqueness of every employee. We strive to create and maintain an environment where our employees feel motivated and successful and are treated with dignity and respect. As evidence of this commitment, we have implemented policies that set forth certain rules of conduct. The purpose of these rules is to make certain that every member of the Akamai team understands what conduct is expected and required. In general, Akamai expects you to act in a mature and responsible manner at all times. Abusive, harassing or offensive conduct is unacceptable and will not be tolerated.

**Example:** In making employment decisions – hiring, compensating, promoting, transferring, and terminating employees – you may not discriminate on the basis of gender, race, age, ethnicity, disability, religion, sexual preference, or other factors that are impermissible bases for discrimination under Akamai’s policies or applicable Laws.

*Please refer to Akamai’s Employee Handbook, and the Insider Trading, the Doing Business with the Government, the Non-Harassment and Non-Discrimination, the Message Board, Chat Room, and Public Disclosure, the Electronic Communications, the Drug-Free Workplace, the Equal Employment Opportunity Practices, the Violence-Free Workplace, the Record Retention, and the Americans with Disabilities Act Policies as well as the Honest and Ethical Conduct and Fair Dealing and the Business Hospitality sections of this Code for additional details of your obligations in this area.*

## **IX. AMENDMENTS AND WAIVERS OF THIS CODE**

Contact the Legal Department if you believe that a waiver of the Code is warranted in a particular situation. A majority of the Office of the CEO (or any similar successor governing body) must approve the grant of any such waiver for employees. A majority of the disinterested directors, or of the appropriate committee of Akamai’s Board of Directors, must approve a waiver for any director or executive officer. Akamai will grant a waiver of this Code only in exceptional circumstances. The General Counsel shall be responsible for maintaining a complete record of all requests for exceptions and for reporting those exceptions that are required to be reported.

Akamai reserves the right to amend or terminate this Code at any time but will not do so without the approval of a majority of the Board of Directors and/or of an appropriate committee thereof. In addition, certain changes and supplements may be made to the Code to comply with local jurisdictional regulatory requirements; such modifications shall apply only to those employees of Akamai employed in those jurisdictions. Such changes shall be itemized in an International Addendum attached at the end of the Code. Such local jurisdictional changes may be approved by the directors of the applicable local Akamai entity.

## **X. HOW TO IDENTIFY AND RAISE AN ETHICS ISSUE**

You have a responsibility to help maintain Akamai’s values and protect our reputation so that our actions don’t compromise our future successes. Akamai will not discipline, discriminate against or retaliate against any employee for making an ethics complaint or concern, unless it is determined that the report was made with knowledge that it was false. Akamai realizes that it takes courage to raise an ethical issue, especially if it involves a co-worker, a supervisor, or a situation in your department. However, if you have information about activities or behavior that conflicts with, or could be perceived as conflicting with, this Code, any Law, rule or regulation, whether by Akamai, its employees, officers, directors, or any third party doing business on behalf of Akamai, it is your responsibility to promptly report the matter to the Company. While it is our desire to address matters internally, nothing in this Code should discourage you from reporting any illegal activity, including any violation of the securities Laws, antitrust Laws, or any other local, national, or international Law, rule or regulation, to the appropriate regulatory authority.

1. *How do I identify an ethics issue?*

Some types of ethical issues are easy to recognize, but some may be more difficult to identify. You should watch for these signs that there may be an ethical issue involved:

- You feel uncomfortable about a business decision or about something you have been asked to do.
- You have witnessed a situation that made you or someone else feel uncomfortable.
- You feel that Akamai would be embarrassed if the situation became public.

***When in doubt, ask your supervisor and/or Akamai’s Legal Department.*** We are here to help provide guidance and to address problems that may arise. Unless required to ensure compliance with the Code, to carry out an effective investigation, or as required by Law, the Company will keep your identity confidential.

2. *With whom should I raise an ethics issue?*

<u>Type of Issue</u>	<u>Person to Contact</u>
General question, concern or issue	Your supervisor or the Legal Department
Ethical concerns about your supervisor	General Counsel or Senior Vice President of Human Resources
Ethical concerns about the Senior Vice President of Human Resources	General Counsel or Chief Executive Officer
Ethical concerns about the General Counsel	Any of: Chief Executive Officer and/or Chairman of the Audit Committee of our Board of Directors
Ethical concerns about the Internal Audit function	General Counsel or Senior Vice President of Human Resources
Ethical concerns about an executive officer, director or advisory board member	Any of: General Counsel, Chief Executive Officer, Director of Internal Audit, and/or the Chairman of the Audit Committee of our Board of Directors
Concerns regarding questionable auditing or accounting matters or complaints regarding accounting, internal accounting controls or auditing matters	Any of: General Counsel, Chief Executive Officer, Director of Internal Audit, and/or the Chairman of the Audit Committee of our Board of Directors

If, for any reason you are not comfortable directly approaching any of the individuals referenced above or would otherwise prefer to remain anonymous, you may call the Network, an independent third-party, who can be reached at (877) 888-0002 (if you are calling from the U.S.) or (770) 810-1147 collect (if you are calling from outside the U.S.).

Any supervisor who receives information about a possible Code violation has a responsibility immediately to discuss the issue with the Chief Executive Officer, the Senior Vice President of Human Resources, or the General Counsel, as appropriate. No employee who, in good faith, reports ethical or legal issues, questionable practices, or irregularities to management, or who cooperates in an investigation of the same, will be discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of his/her employment because of the making of such a report or providing such cooperation, unless it is determined that the false information was knowingly provided by such employee.

## **XI. RESOLUTION OF ETHICS ISSUES**

All reported ethical concerns will be examined in a manner that balances the respective rights of all parties concerned. When the Chief Executive Officer, Director of Internal Audit or Senior Vice President of Human Resources receives information regarding an alleged violation of this Code, he or she shall inform the General Counsel (unless the concern involves the General Counsel), who shall, as appropriate, take the following steps:

***If the information received alleges a Code violation by an employee other than an executive officer or director, the General Counsel shall:***

- Evaluate the information received;
- Determine whether it is necessary to conduct an informal inquiry or formal investigation;
- Inform the Disclosure Committee as appropriate;
- If necessary, initiate such inquiry or investigation; and
- If necessary, recommend appropriate disciplinary measures and/or remedial actions.

***If the information received alleges a Code violation by an executive officer, director, or the Internal Audit function, the General Counsel shall:***

- Evaluate the information received;
- Inform the Chief Executive Officer, the Chairman of the Audit Committee, and the Disclosure Committee of the reported concern (except that the concern may not be reportable to one of the foregoing individuals if the concern involves such person);
- Determine whether it is necessary to conduct an informal inquiry or formal investigation;
- If necessary, initiate such inquiry or investigation; and
- Report the results of any such inquiry or investigation, together with a recommendation as to disposition of the matter, to the Chief Executive Officer or the members of the Audit Committee (except that the results may not be reportable to one of the foregoing individuals if the concern involves such person).

***If the information relates to the General Counsel, the Chief Executive Officer or Chairman of the Audit Committee shall pursue the steps above that would otherwise be taken by the General Counsel.***

***If the information received alleges an accounting issue, regardless of the position of the alleged violator, the General Counsel shall:***

- refer the matter to the Audit Committee, unless, after a full investigation, the matter is determined to be without merit by the General Counsel, the Chief Financial Officer (assuming he or she is not implicated by the alleged wrongdoing), Director of Internal Audit, the Chair of the Audit Committee, and the Disclosure Committee. In any event, a record of all complaints and concerns received will be provided to the full Audit Committee each fiscal quarter.

The individuals having responsibilities in this Section XI may consult with, or delegate responsibility for any actions or determinations to, other employees and outside advisors as necessary or appropriate to carry out those responsibilities.

In all instances, upon receipt and consideration of the General Counsel's recommendation as to disposition, the CEO or a majority of the disinterested Audit Committee members shall determine whether violations of this Code have occurred and, if so, shall determine the disciplinary measures and/or remedial actions to be taken. Employees, directors, and advisory

board members who are contacted to assist in an ethics inquiry or investigation are expected fully to cooperate and share information as requested. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, including discharge.

We expect everyone at Akamai to abide by this Code. If it is determined that you have violated this Code, an Akamai policy, or any Law, rule or regulation, Akamai will determine and take appropriate disciplinary action against you which may range from a warning to termination to referral for criminal prosecution, or other disciplinary action that Akamai deems appropriate depending on the circumstances. In addition, any supervisor who has knowledge of a suspected or actual violation and fails to report it to Akamai's Legal Department will be subject to disciplinary action, up to and including termination.

*This Code is not an employment contract, and it does not alter your "at-will" employment status. Your status as an at-will employee means that, subject to applicable Law, either you or the Company can terminate your employment relationship at will, at any time, with or without reason or advance notice. It may be necessary or desirable in the future to change or modify this Code, in response to changes in the Law, corporate changes, or for other reasons. Management and/or the Board of Directors have sole authority to change, modify and interpret this Code at any time, and their interpretation of the Code shall be binding. Employees will be notified if substantive changes are made to this Code.*

ACKNOWLEDGEMENT OF RECEIPT OF AKAMAI'S CODE OF BUSINESS CONDUCT  
AND ETHICS

I certify that I have received and read Akamai's Code of Business Conduct and Ethics. I understand, and agree to comply with, the Code, including the policies described or referenced in the Code. I also understand that, subject to applicable law, compliance with the Code is a condition of my employment with, or ability to serve as a board member of, Akamai, regardless of whether I sign this certification. Should I have any questions regarding the Code or any Akamai policies referenced therein, I know I can contact my supervisor or Akamai's Legal Department.

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Signature

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Print Name

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Date