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

FORM 8-K

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

Date of Report (Date of earliest event reported):
June 15, 2022

EDGIO, INC.
(Exact name of Registrant as specified in its charter)

Delaware	001-33508	20-1677033
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

2222 West 14th Street
Tempe, AZ 85281
(Address, including zip code, of principal executive offices)

(602) 850-5000
(Registrant's telephone number, including area code)

Limelight Networks, Inc.
(Former name or former address, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common stock, par value $0.001 per share	**EGIO**	**NASDAQ**

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

INTRODUCTORY NOTE

As previously disclosed, Edgio, Inc., a Delaware corporation (the "**Company**" or "**Edgio**") (formerly known as Limelight Networks, Inc. or "**Limelight**"), entered into a Stock Purchase Agreement, dated as of March 6, 2022 (the "**Purchase Agreement**"), with College Parent, L.P., a Delaware limited partnership (together with its wholly-owned subsidiaries other than Edgecast Inc., "**College Parent**"), pursuant to which the Company acquired all of the outstanding shares of common stock of Edgecast Inc., a California corporation and an indirect, wholly-owned subsidiary of College Parent ("**Edgecast**"), and certain Edgecast-related businesses and assets as specified in the Purchase Agreement (the "**Transaction**"). On June 15, 2022, pursuant to the terms of the Purchase Agreement, the Company completed the Transaction.

Item 1.01. Entry into a Material Definitive Agreement.

Stockholders Agreement

At the closing of the Transaction (the "**Closing**"), pursuant to the Purchase Agreement, the Company and College Top Holdings, Inc., a Delaware corporation and an affiliate of College Parent ("**College Top Holdings**") entered into a Stockholders Agreement (the "**Stockholders Agreement**"), pursuant to which, among other things, the Company appointed the two designees discussed below designated by College Top Holdings to the board of directors of the Company (the "**Board**"). Under the Stockholders Agreement, for so long as College Top Holdings beneficially owns a number of common stock of the Company, par value $0.001 per share ("**Company Common Stock**"), representing more than 10% of the then outstanding Company Common Stock, College Top Holdings will maintain the right to nominate for election designees designated by College Top Holdings. The Company will also cause the Board to nominate for election that number of individuals designated by College Top Holdings that, if elected, would result in three designees of College Top Holdings serving on the Board until the earlier of such time as College Top Holdings beneficially owns a number of Company Common Stock representing less than 30% of the number of outstanding Company Common Stock, after which time College Top Holding's designation rights will be reduced to two designees until such time as College Top Holdings beneficially owns Company Common Stock representing less than 20% of the number of outstanding Company Common Stock, after which time College Top Holding's designation rights will be reduced to one designee.

At the Closing, the Board consists of nine directors: two designees of College Top Holdings and six individuals who were directors of the Company prior to the Closing. As soon as practicable following the Closing, the Board will also appoint an additional designee designated by College Top Holdings, who shall be an independent director under the rules and regulations of Nasdaq Global Select Market (the "**NASDAQ**") and the U.S. Securities and Exchange Commission (the "**SEC**").

Pursuant to the Stockholders Agreement and subject to certain exceptions, College Top Holdings agreed, for the Relevant Restricted Period (as defined in the Stockholders Agreement) after the Closing, not to Transfer (as defined in the Stockholders Agreement) any Company Common Stock and Company Earnout Shares (as defined below) held by College Top Holdings as of the Closing after giving effect to the Pre-Closing Restructuring (as defined in the Purchase Agreement).

The Stockholders Agreement also contains certain restrictions on the Company, for so long as College Top Holdings continues to beneficially own at least 50% of the Company Common Stock, the Company may not take the following actions without the prior written consent of College Top Holdings, such approval not to be unreasonably withheld: (i) amend the organizational documents of the Company or any of its material subsidiaries in any manner that would be disproportionately adverse to College Top Holdings, (ii) change the size of the Board and (iii) undertake any liquidation, dissolution or winding up of the Company.

The foregoing description of the Stockholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Stockholders Agreement, which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Registration Rights Agreement

At the Closing, pursuant to the Purchase Agreement, the Company entered into a Registration Rights Agreement (the "**Registration Rights Agreement**") with College Top Holdings (together with any other party that may become a party to the Registration Rights Agreement, "**Holders**"). Pursuant to the Registration Rights Agreement, among other things, and on the terms and subject to certain limitations set forth therein, the Company is obligated to use commercially reasonable efforts to prepare and file on or prior to the first expiration date of the Relevant Restricted Period (as defined in the Registration Rights Agreement) a registration statement registering Company Common Stock held by Holders, including any Company Earnout Shares acquired by Holders in accordance with the Purchase Agreement.

The Registration Rights Agreement also provides Holders with certain customary piggyback registration rights.

These registration rights are subject to certain conditions and limitations, including the right of the underwriters to limit the number of shares to be included in a registration or offering and the Company's right to delay or withdraw a registration statement 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 attached hereto as Exhibit 10.2 and is incorporated by reference herein.

Item 2.01. Completion of Acquisition or Disposition of Assets.

Pursuant to and subject to the terms and conditions set forth in the Purchase Agreement, at the Closing, (i) the Company contributed to its direct, wholly-owned subsidiary ("**MidCo**"), and MidCo contributed to its direct, wholly-owned subsidiary ("**AcquisitionCo**"), and AcquisitionCo delivered to College Top Holdings, $270,000,000 (as adjusted pursuant to the terms of the Purchase Agreement, including as a result of prepaid expenses) worth of Company Common Stock in exchange for all of the outstanding shares of common stock of Edgecast and in consideration of the consummation of the transfers of certain Edgecast-related businesses and assets held by each of Yahoo India Private Limited, Edgecast Digital do Brasil Ltda, and Oath (Israel) Ltd. caused by College Parent and (ii) the Company contributed to MidCo, MidCo contributed to AcquisitionCo, and AcquisitionCo delivered to College Top Holdings an additional $30,000,000 worth of Company Common Stock in exchange for a one-time payment by College Parent of $30,000,000, in each case at the share price of $4.1168 (which is the 30-day trailing VWAP as of March 4, 2022). In the event that the sale price of Company Common Stock exceeds certain thresholds during the period beginning on June 15, 2022 and ending on the third anniversary of the Closing, the Company will be required to issue up to an additional $100,000,000 worth of Company Common Stock at certain trigger prices for delivery by AcquisitionCo to College Parent (or to any affiliate designated by College Parent) in order to satisfy earnout obligations pursuant to the Purchase Agreement ("**Company Earnout Shares**").

Item 3.02. Unregistered Sales of Equity Securities.

The information provided in Item 2.01 of this Current Report with respect to the portion of the consideration of the Transaction payable in shares of Company Common Stock pursuant to the Purchase Agreement are incorporated herein by reference. At the Closing, the Company issued 80,812,429 shares of Company Common Stock (the "**Shares**"), as substantially all of the consideration for the Transaction, to College Top Holdings. The Shares were issued by the Company pursuant to the Purchase Agreement in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, and/or Rule 506 under the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under the Introductory Note, Item 1.01 and Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

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

Departure of Directors and Appointment of Directors

On June 15, 2022, in connection with the Transaction and effective as of immediately following the Closing, the Board increased the size of the Board from eight (8) to nine (9) directors, and effective as of immediately prior to the Closing, Jefferey T. Fisher and Marc Debevoise resigned from their roles as directors of the Company. The resignations were not the result of any disagreements with the Company relating to the Company's operations, policies or practices. The following individuals were appointed to the Board as Class II and Class III directors respectively to fill the vacancies created thereby, to hold such office until the 2024 annual meeting of stockholders of the Company or the 2025 annual meeting of stockholders of the Company, respectively, or until his respective successor is duly elected and qualified:

E-Fei Wang – E-Fei Wang is an associate at Apollo, where he has worked since 2017, focusing on private equity investing across various sectors, including industrials, metals, aerospace, packaging, travel and internet/media. Prior to joining Apollo, Mr. Wang was an investment banking analyst at Evercore from 2015 through 2017. Mr. Wang graduated from Rice University with a BA in Chemical and Biomolecular Engineering.

Reed Rayman – Reed Rayman is a partner at Apollo, where he has worked since 2010. Mr. Rayman previously was employed by Goldman Sachs & Co. in both its Industrials Investment Banking and Principal Strategies groups from 2008 to 2010. Mr. Rayman serves on the board of directors of ADT, Yahoo!, Careerbuilder, Shutterfly, Coinstar and EcoATM. He previously served on the board of directors of Mood Media and Redbox. Mr. Rayman graduated cum laude from Harvard with an AB in Economics. He is actively involved with the TEAK Fellowship, having served as a mentor and on the Next Generation Board, and also serves on the Private Equity Executive Council of the UJA Federation of New York.

Dianne Ledingham – Dianne Ledingham is an Advisory Partner in Bain & Company's Boston office, a leader in Bain's Customer Strategy & Marketing practice, and the firm's Telecom, Media and Technology practices. With her 30-plus year tenure at Bain, Ms. Ledingham is one of the firm's most prominent leaders in commercial and sales excellence with experience across a range of industries and particular depth in technology and software. In addition, Ms. Ledingham has served on each of Bain's governance committees including serving on Bain's Board of Directors, serving on Bain's Global Compensation and Promotion Committee, including as elected Chair, and serving on Bain's Global Nominating Committee, as elected Chair. Additionally, Ms. Ledingham is currently serving on the board of City Year Boston, and former Chair, as well as Treasurer on the board of Ventures for Hope. Ms. Ledingham holds a degree in electrical engineering with honors from Brown University and an M.B.A. degree with distinction from Harvard Business School.

The Company has not yet determined the Board committees on which Mr. Rayman, Mr. Wang and Ms. Ledingham may sit. Other than the Transaction, there are no transactions in which Mr. Rayman, Mr. Wang or Ms. Ledingham had or has an interest that require disclosure under Item 404(a) of Regulation S-K.

The Company also plans to enter into an indemnification agreement with each of Mr. Rayman, Mr. Wang and Ms. Ledingham in the same form as the indemnification agreements the Company has entered into with other members of the Board. These indemnification agreements require the Company to indemnify covered individuals to the fullest extent permitted by Delaware law against liabilities that may arise by reason of their service to the Company, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Departure of the Company's Chief Client Success and Marketing Officer

On June 15, 2022, Christine Cross and the Company entered into a transition agreement and employment agreement amendment (the "**Transition Agreement**"), whereby Ms. Cross will leave her position as the Company's Chief Client Success and Marketing Officer on July 15, 2022 (the "**Separation Date**"). Ms. Cross' duties will be assumed by Bob Lyons, the Company's Chief Executive Officer, while the Company continues to explore and evaluate the needs and future leadership of the sales organization.

The Transition Agreement amends the Employment Agreement between the Company and Ms. Cross dated as of May 11, 2022 (the "**Employment Agreement**"). In consideration of Ms. Cross' continued service through the Transition Period (as defined in the Transition Agreement), which includes being reasonably available to consult on transition of her duties and responsibilities, and subject to Ms. Cross executing and not revoking a release of claims, Ms. Cross will also receive (i) continued payment of her base salary for twelve (12) months; (ii) the actual bonus

achieved under the 2022 Management Bonus Plan by Ms. Cross, as prorated through the Separation Date; (iii) 5,326 restricted stock units currently scheduled to vest on September 1, 2022 (the "**September RSUs**"), which shall continue to vest on such date and (iv) reimbursement for premiums paid for continued health benefits for herself (and any eligible dependents) under the Company's health plans until the earlier of (A) twelve (12) months after the Separation Date, or (B) the date upon which Ms. Cross and her eligible dependents become covered under similar plans. All equity awards unvested as of the Separation Date will be forfeited on that date, provided that the September RSUs shall remain outstanding and vest in accordance with the Transition Agreement, unless this Agreement is terminated for Cause (as defined in the Employment Agreement) prior to the Separation Date or Ms. Cross breaches Section 6 of the Transition Agreement. Ms. Cross will also be entitled to exercise outstanding vested stock options until the first to occur of (i) the date that is six (6) months following the Separation Date; or (ii) the applicable scheduled expiration date of such award as set forth in the award agreement. The Transition Agreement amends the Employment Agreement and supersedes the Employment Agreement to the extent provisions between the documents are inconsistent, including provisions regarding severance benefits.

The foregoing description of the Transition Agreement is qualified in its entirety by reference to the Transition Agreement, which is attached hereto as Exhibit 10.2 and is incorporated by reference herein.

The information set forth in the Introductory Note, Item 1.01 and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On June 15, 2022, following completion of the Transaction, the Company filed an amendment (the "**Name Change Amendment**") to its Second Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware to change its name from "Limelight Networks, Inc." to "Edgio, Inc." (the "**Name Change**"). In connection with the Name Change, the shares of Company Common Stock, previously trading on the NASDAQ through the close of business on June 15, 2022 under the ticker symbol "LLNW," will commence trading on the NASDAQ under the ticker symbol "EGIO" on June 16, 2022.

A copy of the Name Change Amendment is attached as Exhibit 3.1 to this Current Report on Form 8-K.

Item 8.01. Other Events.

On June 15, 2022, the Company issued a press release announcing the completion of the Transaction. A copy of the press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
2.1	Stock Purchase Agreement, dated March 6, 2022, by and between the Company (formerly Limelight Networks, Inc.) and College Parent (incorporated by reference to Exhibit 2.1 to the Company's Form 8-K filed on March 7, 2022)
3.1	Certificate of Amendment of the Second Amended and Restated Certificate of Incorporation of Edgio, Inc. (f/k/a Limelight Networks, Inc.) dated June 15, 2022
10.1#	Stockholders Agreement, dated June 15, 2022, by and between the Company (formerly Limelight Networks, Inc.) and College Top Holdings
10.2	Registration Rights Agreement, dated June 15, 2022, by and between the Company (formerly Limelight Networks, Inc.) and College Top Holdings
10.3#	Transition Agreement and Employment Agreement Amendment, dated June 15, 2022, by and between the Company (formerly Limelight Networks, Inc.) and Christine Cross
99.1	Press Release, dated June 15, 2022
104	Cover Page Interactive Data File (formatted as Inline XBRL)

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit were omitted by means of marking such portions with an asterisk because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURES

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

Date: June 16, 2022

Edgio, Inc.

By: /s/ Michael DiSanto
Michael DiSanto
Chief Administrative and Legal Officer & Secretary

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF LIMELIGHT NETWORKS, INC.

Limelight Networks, Inc., a Delaware corporation (the "Corporation") organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The Board of Directors of the Corporation duly adopted resolutions declaring advisable the amendments to the Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") set forth in paragraphs 3 and 4 of this Certificate of Amendment (the "Certificate of Amendment").

2. The amendments to the Certificate of Incorporation set forth in paragraphs 3 and 4 of this Certificate of Amendment was duly adopted in accordance with the provisions of Section 242 of the DGCL.

3. Preamble A of the Certificate of Incorporation is hereby deleted in its entirety and replaced by the following Preamble A in lieu thereof:

"A. The name of the corporation is Edgio, Inc. The corporation was originally incorporated under the name Limelight Networks, Inc., and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on August 20th, 2003."

4. Article I of the Certificate of Incorporation is hereby deleted in its entirety and replaced by the following Article I in lieu thereof:

"The name of the corporation is Edgio, Inc."

5. That under the DGCL no meeting or vote of stockholders shall be required to adopt above amendments that effects only a change in the corporate name of the Corporation.

6. That all other provisions of the Certificate of Incorporation remain in full force and effect.

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IN WITNESS WHEREOF, this Certificate of Amendment to the Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on this 15th day of June, 2022.

LIMELIGHT NETWORKS, INC.

By: /s/ Robert A. Lyons
Name: Robert A. Lyons
Title: Chief Executive Officer

Exhibit 10.1

Execution Version

STOCKHOLDERS AGREEMENT

DATED AS OF June 15, 2022

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CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

STOCKHOLDERS AGREEMENT

This Stockholders Agreement (this "Agreement"), dated as of June 15, 2022, is entered into by and between Limelight Networks, Inc., a Delaware corporation (the "Company") and College Top Holdings, Inc., a Delaware corporation ("Seller Holdco").

BACKGROUND:

WHEREAS, the Company and College Parent, L.P., a Delaware limited partnership ("Seller") entered into that certain Stock Purchase Agreement, dated as of March 6, 2022 (the "Stock Purchase Agreement"), pursuant to which, among other things, (a) the Company has acquired all of the issued and outstanding shares of common stock of Edgecast, Inc., a Delaware subsidiary and an indirect, wholly-owned Subsidiary of Seller, and in exchange has issued a specified number of shares of Company Common Stock (as defined below) to Seller Holdco (as Seller's designee) and (b) the Company issued a specified number of shares of Common Stock to Seller Holdco (as Seller's designee) in the Primary Issuance, in each case, as set forth in the Stock Purchase Agreement, subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Closing, the Company and Seller Holdco are entering into this Agreement to set forth certain understandings among such parties, including with respect to certain governance matters.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
INTRODUCTORY MATTERS

1.1 Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth below. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Stock Purchase Agreement.

"Affiliate" mean, with respect to any Person, any other Person that directly, or through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person; provided, that, (a) the Company and its Subsidiaries shall not be deemed to be Affiliates of any Seller Holdco Party or any of its Affiliates, and (b) except in the case of Sections 4.4(a) through 4.4(c), in no event shall (i) a Seller Holdco Party be considered an Affiliate of any other portfolio company or investment fund affiliated with or managed by affiliates of Apollo Global Management, Inc. and (ii) any other portfolio company or investment fund affiliated with or managed by affiliates of Apollo Global Management, Inc., be considered to be an Affiliate of a Seller Holdco Party.

"Apollo Entities" means Apollo and each of its respective Controlled Affiliates.

"Audit Committee" means the audit committee of the Board, or another committee of the Board performing the function of overseeing audit, financial reporting, and similar matters that an audit committee of a public company that is listed on the Exchange customarily oversees.

"Beneficially Own" (including its correlative meanings, "Beneficial Owner" and "Beneficial Ownership") has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the board of directors of the Company.

"Committee" means any or all of the Audit Committee, the Compensation Committee, the Nominating and Governance Committee, and any other committee of the Board.

"Company" has the meaning set forth in the Preamble.

"Company Common Stock" means the shares of common stock, $0.001 par value per share, of the Company, and any other capital stock of the Company into which such common stock is reclassified or reconstituted and any other common stock of the Company.

"Compensation Committee" means the compensation committee of the Board, or another committee performing the functions of overseeing executive compensation and related matters that a compensation committee of a public company that is listed on the Exchange customarily oversees.

"Control" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise (and the terms "Controlled by," "Controls," "Controlling" and "under common Control with" shall have correlative meanings).

"Designee Qualifications" has the meaning set forth in Section 2.2.

"Director" means any director of the Company.

"Group" has the meaning assigned to it in Section 13(d)(3) of the Exchange Act and Rule 13d-5 thereunder.

"Identified Person(s)" has the meaning set forth in Section 4.4(b).

"Nominating and Governance Committee" means the nominating and governance committee of the Board, or another committee performing the functions of nominating or selecting Persons for election or appointment to the Board.

"Permitted Loan" has the meaning set forth in Section 4.1(b)(iii).

"Permitted Transfer" has the meaning set forth in Section 4.1(a).

"Permitted Transferee" means the transferee of any Seller Holdco Issued Shares in a Permitted Transfer.

"Relevant Restricted Period" means (a) with respect to the Seller Holdco Issued Closing Shares, the period commencing on the date of this Agreement and ending on the date that is twenty four (24) months from the Closing Date, and (b) with respect to any Seller Holdco Issued Earnout Shares, the period commencing on the date such shares are issued to a Seller Holdco Party and ending on the later of (i) the date that is twenty four (24) months from the Closing Date and (ii) the date that is six (6) months after the date such shares are issued to a Seller Holdco Party.

"Restricted Persons" means (i) any transferee listed on Exhibit B, which list may be updated in writing from time to time by the Board with respect to additional bona fide competitors of the Company (each, a "Competitor"), or (ii) any of the Persons listed on the then most recently published "SharkWatch 50" list (or, if publication of such list has been discontinued, such other list of significant activist investors selected by the Board to replace such list unless and until such time as the publication of such replacement list is discontinued).

"Routine Matters" means the election of directors, the approval (on a non-binding basis) of the compensation of the Company's named executive officers and all other business involving compensation matters (including new or amended equity plans), and the ratification of the appointment of the Company's independent auditors.

"Seller Holdco Issued Closing Shares" means shares of Company Common Stock issued to Seller Holdco at the Closing, including, for the avoidance of doubt, the Primary Issuance Purchaser Shares.

"Seller Holdco Issued Earnout Shares" means shares of Company Common Stock issued to Seller Holdco upon the occurrence of a Triggering Event.

"Seller Holdco Issued Shares" means, collectively, the Seller Holdco Issued Closing Shares and the Seller Holdco Issued Earnout Shares

"Seller Holdco Party" or "Seller Holdco Parties" means Seller Holdco and each Permitted Transferee that becomes a party to this Agreement by executing a joinder agreement substantially in the form attached as Exhibit A.

"Standstill Period" means the period commencing on the date of this Agreement and ending on the date that is ninety (90) days after the earlier of (i) the date on which (i) the Seller Holdco Parties cease to Beneficially Own at least thirty five percent (35%) of Seller Holdco Issued Closing Shares, and (ii) Seller Holdco no longer has any rights under Section 2.1(b)(i) to designate or nominate any Seller Holdco Board Designee to serve on the Board or has otherwise irrevocably waived such designation rights.

"Total Number of Directors" means the total number of authorized Directors comprising the entire Board (which, for the avoidance of doubt, shall include any vacancies).

"Transfer" (including the terms "Transferred" and "Transferring") means any direct or indirect transfer, sale, assignment, exchange, gift, conveyance or other disposition, pledge or grant of a security interest, in each case, whether voluntary, by operation of law or otherwise, and "Transferor" and "Transferee" shall have correlative meanings; provided, that in no event

shall (a) any transfer of Equity Interests in any direct or indirect stockholder of the Company constitute a "Transfer" if there is no Transfer of the Control of such Person or (b) any Transfer of Equity Interests of any publicly listed direct or indirect parent entity of Seller Holdco shall constitute a "Transfer".

1.2 Construction. For the purposes of this Agreement: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement, unless otherwise specified; (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (iv) references to "$" shall mean U.S. dollars, and any amounts that are denominated in a foreign currency shall be deemed to be converted into U.S. dollars at the applicable exchange rate in effect at 9:00 a.m., New York City time (as reported by Bloomberg L.P.) on the date for which such U.S. dollar amount is to be calculated; (v) the word "including" and words of similar import when used in this Agreement and the Ancillary Agreements shall mean "including without limitation," unless otherwise specified; (vi) the word "or" need not be exclusive; (vii) references to "written" or "in writing" include in electronic form; (viii) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening either party by virtue of the authorship of any of the provisions in this Agreement; (ix) references to any statute shall be deemed to refer to such statute as amended through the date hereof and to any rules or regulations promulgated thereunder as amended through the date hereof (provided that for purposes of any representations and warranties contained in this Agreement that are made as of a specific date, references to any statute shall be deemed to refer to such statute and any rules or regulations promulgated thereunder as amended through such specific date); (x) references to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; (xi) a reference to any Person includes such Person's successors and assigns permitted by this Agreement; (xii) any reference to "days" shall mean calendar days unless Business Days are expressly specified; (xiii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; and (xiv) amounts used in any calculations for purposes of this Agreement may be either positive or negative, it being understood that the addition of a negative number shall mean the subtraction of the absolute value of such negative number and the subtraction of a negative number shall mean the addition of the absolute value of such negative number.

ARTICLE II
CORPORATE GOVERNANCE MATTERS

2.1 Composition of the Board.

(a) Initial Board. Effective as the date hereof, in accordance with the Organizational Documents of the Company, the Company shall expand the size of the Board to nine members, cause two directors to tender their resignations as members of the Board effective as of the date hereof and appoint one (1) Seller Holdco Board Designee (as defined below) to serve as a Class I Director, one (1) Seller Holdco Board Designee to serve as a Class II Director, and one (1) Seller Holdco Board Designee to serve as a Class III Director. The initial Seller Holdco Board Designees will be Reed Rayman, E-Fei Wang and one (1) Director that is independent under the rules and regulations of NASDAQ and the SEC.

(b) Board and Committee Designation Rights.

(i) For so long as the Seller Holdco Parties Beneficially Own ten percent (10%) or more of the then outstanding shares of Company Common Stock, subject to Section 2.2 below, Seller Holdco shall have the right, but not the obligation, to propose for nomination to the Board by the Company's stockholders a number of individuals (any such designee, a "Seller Holdco Board Designee") in accordance with Section 2.1(b)(iii); provided, that in no event shall Seller Holdco have the right to propose for nomination more than three (3) Seller Holdco Board Designees. No delay by Seller Holdco in proposing any Seller Holdco Board Designee shall impair its right to subsequently propose any Seller Holdco Board Designee. In the event that Seller Holdco has nominated less than the total number of nominees that Seller Holdco is entitled to propose pursuant to this Section 2.1(b)(iii), Seller Holdco shall have the right, at any time, to propose such additional Seller Holdco Board nominees to which it is entitled, in which case, the Board shall, at such time, expand the size of the Board if necessary and appoint such additional Seller Holdco Board Nominees subject to Section 2.2 below.

(ii) Until Seller Holdco no longer has any rights under Section 2.1(b)(i) and Section 2.1(b)(iii) to designate any Seller Holdco Board Designee to serve on the Board and subject to Section 2.2 below, Seller Holdco shall be entitled, but not obligated, to cause the Board to designate a number of Seller Holdco Board Designees to serve as members of each Committee proportional to the number of Seller Holdco Board Designees on the Board, rounded down to the nearest whole number.

(iii) Following the date hereof, the number of individuals that Seller Holdco is entitled to designate to serve as Directors shall be equal to the percentage of the outstanding shares of Company Common Stock that is Beneficially Owned by the Seller Holdco Parties multiplied by the Total Number of Directors, rounded to the nearest whole number, subject to a maximum of three (3); provided, that so long as Seller Holdco has the right to propose for nomination two (2) or three (3) Directors, one (1) shall be independent under the rules and regulations of NASDAQ and the SEC; provided, further, that the Seller Holdco Parties shall be entitled to designate zero (0) Directors if, at any time, the Seller Holdco Parties, in the aggregate, Beneficially Own less than ten percent (10%) of the outstanding shares of Company Common Stock. Any step-down reductions in the number of individuals that Seller Holdco is entitled to designate to serve as Directors pursuant to the immediately preceding sentence or Section 2.1(b) is referred to in either case hereinafter as the "Board Stepdown."

(c) Resignations. In the event that the number of Seller Holdco Board Designees that Seller Holdco is entitled to appoint as Directors or members of a Committee pursuant to Section 2.1(b) is reduced and adjusted in accordance with the terms thereof, Seller Holdco shall immediately use its reasonable best efforts to cause such excess number of Seller

Holdco Board Designees to promptly tender his, her or their resignation from the Board and any applicable Committee. If the relevant Seller Holdco Board Designee does not promptly tender his, her or their resignation from the Board, such Seller Holdco Board Designee shall not thereafter be entitled to participate as a member of the Board or any applicable Committee pursuant to this Agreement, and the Board shall be entitled to take all necessary actions to promptly remove such Seller Holdco Board Designee from the Board and any applicable Committees.

(d) Vacancies. Subject to the provisions of this Article II, including the qualification provisions in Section 2.2, in the event that a vacancy is created at any time by the death, resignation, removal, disqualification or other cause, except in the case of vacancy resulting from, or related to, the Board Stepdown, of any Seller Holdco Board Designee, including the failure of any Seller Holdco Board Designee to be elected at a meeting of stockholders of the Company, Seller Holdco shall have the right to designate a replacement to fill such vacancy (but only if Seller Holdco would be then entitled to propose such designee for nomination to the Board pursuant to Section 2.1(b)(i)), and the Company shall use its reasonable best efforts to cause such vacancy to be filled by, a new Seller Holdco Board Designee who meets the Designee Qualifications, and the Company and the Board shall take, to the fullest extent permitted by Law, at any time and from time to time, all actions necessary to accomplish the same as soon as possible following such designation.

(e) Assurances. The Company agrees, to the fullest extent permitted by applicable Law but subject to Section 2.2, to (i) include in the slate of nominees recommended by the Board for election at any meeting of stockholders (and in any election by written consent) called for the purpose of electing directors the applicable Person(s) proposed for nomination pursuant to this Article II, (ii) propose for nomination and recommend each such Person(s) to be elected as a Director as provided herein, and (iii) use the same efforts to cause the election of such nominees as it uses to cause other nominees recommended by the Board to be elected, including soliciting proxies or consents in favor thereof.

(f) Indemnification; Expenses and Fees. The Company shall at all times provide each Seller Holdco Board Designee (in his or her capacity as a Director) with the same rights to indemnification and exculpation that it provides to other Directors. In addition, in his or her capacity as a member of the Board or any applicable Committee on which he or she formally serves as a member, such Seller Holdco Board Designee shall be entitled to receive (i) any and all applicable Director and Committee fees and compensation that are payable to the Company's non-management Directors as part of the Company's director compensation plan, and (ii) reimbursement of all reasonable, documented out-of-pocket expenses that he or she incurs in connection with performing Board and any applicable Committee duties consistent with the Company's expense reimbursement policy applicable to non-management Directors.

(g) Directors' and Officer's Insurance. The Company shall maintain directors' and officers' liability insurance as determined by the Board. The Company acknowledges and agrees that any Seller Holdco Board Designees who are partners, members, employees, or consultants of Apollo Global Management, Inc. and/or any of its Affiliates (each, an "Apollo Entity") may have certain rights to indemnification, advancement of expenses and/or insurance provided by the applicable Apollo Entity (collectively, the "Apollo Indemnitors").

The Company acknowledges and agrees that the Company shall be the indemnitor of first resort with respect to any indemnification, advancement of expenses and/or insurance provided in the Organizational Documents of the Company and/or any of its Subsidiaries and/or any indemnification agreements to any Seller Holdco Board Designee in his or her capacity as a director of the Company or any of its Subsidiaries (such that the Company's obligations to such indemnitees in their capacities as directors are primary and any obligation of the Apollo Indemnitors to advance expenses or to provide indemnification or insurance for the same expenses or liabilities incurred by such indemnitees are secondary). Such indemnitees shall, in their capacities as directors, be entitled to all the rights to indemnification, advancement of expenses and entitled to insurance to the extent provided under (i) Organizational Documents of the Company and/or any of its Subsidiaries in effect from time to time and/or (ii) such other agreement, if any, between the Company and/or any of its Subsidiaries, on the one hand, and such indemnitees, on the other hand, without regards to any rights such indemnitees may have against the Apollo Indemnitors. No advancement or payment by the Apollo Indemnitors on behalf of such indemnitees with respect to any claim for which such indemnitees have sought indemnification, advancement of expenses or insurance from the Company in their capacities as directors shall affect the foregoing and the Apollo Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such indemnitees against the Company and/or its applicable Subsidiaries.

2.2 Qualification of Seller Holdco Board Designee.

(a) Each Seller Holdco Board Designee shall, at the time of his or her nomination or appointment as a Director and at all times thereafter until such individual ceases to serve as a Director:

(i) meet and comply with any and all policies, procedures, processes, codes, rules, standards and guidelines of the Company applicable to all non-employee Board members, including the Company's code of business conduct and ethics, securities trading policies and corporate governance guidelines;

(ii) with respect to any Seller Holdco Board Designee who is designated to serve on a Committee, meet and comply with any requirements under applicable Law, stock exchange listing rules or the Company's corporate governance documents for membership on such Committee;

(iii) not be involved in any of the events enumerated in Item 2(d) or Item 2(e) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K under the Securities Act;

(iv) not be subject to any order, decree or judgment of any Governmental Entity prohibiting service as a director of any public company; and

(v) not be an employee, officer, or director of, or consultant to, or be receiving any compensation or benefits from, any Competitor (unless otherwise agreed to by the Nominating and Governance Committee).

(b) Each Seller Holdco Board Designee, as a condition to his or her initial appointment or election to the Board and any re-nomination for election to the Board, must be willing to be interviewed by the Nominating and Corporate Governance Committee on the same basis as any other new or returning, as applicable, candidate for appointment or election to the Board and must be reasonably satisfactory to the Nominating and Corporate Governance Committee acting in good faith; provided that (i) a determination by the Nominating and Corporate Governance Committee that a Seller Holdco Board Designee is not reasonably satisfactory shall not in any way effect or impair Seller Holdco's rights under this Article II and (ii) in the event of such a determination, Seller Holdco shall be entitled to propose a different Seller Holdco Board Designee. Seller Holdco, in its capacity as a stockholder of the Company, on behalf of itself and other Seller Holdco Parties, and each Seller Holdco Board Designee, shall deliver such questionnaires and otherwise provide such information as are reasonably requested by the Company in connection with assessing qualification, independence and other criteria applicable to Directors, or required to be provided by directors, candidates for director, and their Affiliates and representatives for inclusion in a proxy statement or other filing required by applicable Law and the rules of the Exchange, in each case to the same extent requested or required of other candidates for appointment or election to the Board.

The requirements set forth in this Section 2.2 are referred to, collectively, as the "Designee Qualifications."

ARTICLE III
VOTING MATTERS

3.1 Voting Agreement. During the Standstill Period, at any annual or special meeting of stockholders of the Company (or if action is taken by written consent of stockholders of the Company in lieu of a meeting), the Seller Holdco Parties shall vote, or cause to be voted (including, if applicable, by written consent), all shares of Company Common Stock Beneficially Owned by Seller Holdco Parties:

(a) in favor of the Board's recommendation with respect to (i) each Director recommended by the Board for election (and against any individuals nominated to serve as a Director who are not recommended by the Board for election) and (ii) all other Routine Matters.

(b) either in favor of the Board's recommendation or pro rata with all other stockholders of the Company (other than the Seller Holdco Entities) with respect to any other matter submitted for a vote of the stockholders of the Company.

3.2 Quorum. During the Standstill Period, at each annual or special meeting of stockholders of the Company, the Seller Holdco Parties shall cause all of their shares of Company Common Stock Beneficially Owned by the Seller Holdco Parties to be present in person or by proxy for purposes of determining the presence of a quorum.

ARTICLE IV
ADDITIONAL COVENANTS

4.1 Transfer Restrictions.

(a) During the Relevant Restricted Period, no Seller Holdco Party shall Transfer any of the Seller Holdco Issued Shares, other than under the following circumstances (each a "Permitted Transfer"):

(i) a Transfer to an Affiliate of Seller Holdco that becomes a party to this Agreement by executing a joinder agreement substantially in the form attached as Exhibit A;

(ii) a Transfer (via a distribution in kind) to the equityholders of Seller Holdco that become a party to this Agreement by executing a joinder agreement substantially in the form attached as Exhibit A;

(iii) a Transfer that has previously been approved in writing by the Board or a duly authorized committee thereof;

(iv) a Transfer to a third party pursuant to a tender offer, exchange offer, merger, consolidation, business combination or other similar transaction that is recommended by the Board and that results in all holders of the Company Common Stock having the right to exchange their Company Common Stock for cash, securities or other property (including, for the avoidance of doubt, any tender offer or exchange offer that is for less than all of the outstanding shares of Company Common Stock);

(v) a Transfer after commencement by the Company or one of its significant Subsidiary (as such term is defined in Rule 12b-2 under the Exchange Act) of the Company of bankruptcy, insolvency or other similar proceedings; and

(vi) a Transfer in connection with (x) a total return swap; provided that written notice of any such total return swap, which shall include the number of shares of Common Stock underlying such total return swap, shall be provided to the Company, and that such total return swap shall not result in an increase in the voting rights of any Seller Holdco Entity, or (y) a loan or other financing arrangement, including pledging, hypothecating or otherwise granting a security interest in Company Common Stock or securities convertible into or exchangeable for such Company Common Stock to one or more lending institutions as collateral or security for any loan, advance or extension of credit and any Transfer upon foreclosure (or in lieu of foreclosure) upon such Company Common Stock (each, a "Permitted Loan"), in each case of the foregoing clauses (x) and (y), with a counterparty that is one or more nationally recognized financial institutions; provided that, during the Relevant Restricted Period, the aggregate amount of Seller Holdco Issued Shares that may be Transferred pursuant to a Foreclosure (as defined below) in connection with a Permitted Loan shall not exceed one third (1/3) of the Seller Holdco Issued Closing Shares (such limitation, the "Foreclosure Limitation"). Nothing contained in this Agreement shall prohibit or otherwise restrict the ability of any lender (or its securities' affiliate) or collateral agent to foreclose upon, or accept a Transfer in lieu of foreclosure, and sell, dispose of or otherwise Transfer the Company Common Stock mortgaged, hypothecated and/or pledged to secure the obligations of the borrower following an event of

default (any of the foregoing, collectively, a "Foreclosure") under a Permitted Loan (subject, during the Relevant Restricted Period, to the Foreclosure Limitation). Subject to the Foreclosure Limitation, in the event that any lender or other creditor under a Permitted Loan transaction (including any agent or trustee on their behalf) or any Affiliate of the foregoing exercises any rights or remedies in respect of the Company Common Stock or any other collateral for any Permitted Loan, no lender, creditor, agent or trustee on their behalf or Affiliate of any of the foregoing (other than, for the avoidance of doubt, Seller Holdco or its Affiliates) shall be entitled to any rights or have any obligations or be subject to any Transfer restrictions or limitations hereunder.

(b) Until the twelve (12) month anniversary of the expiration of the Relevant Restricted Period, the Seller Holdco Parties shall only Transfer such Seller Holdco Issued Shares in a Transfer that is either:

(i) a Permitted Transfer;

(ii) for the 12-month period following such expiration, in compliance with the volume requirements of Rule 144(e) of the Securities Act, and following such 12-month period, without any restriction under Rule 144(e) of the Securities Act, in each case, in which the transferee is not known to be a Restricted Person; or

(iii) pursuant to a registered offering where the applicable Seller Holdco Parties have requested or encouraged any block sale purchasers, brokers or "qualified institutional buyers" not to resell such Seller Holdco Issued Shares to Person who is known to be a Restricted Person

(c) Any Transfer or attempted Transfer of Seller Holdco Issued Shares in violation of this Section 4.1 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the books of the Company.

(d) Any certificates for Seller Holdco Issued Shares held by a Seller Holdco Party shall bear a legend or legends (and appropriate comparable notations or other arrangements will be made with respect to shares maintained in the form of book entries) referencing restrictions on transfer of such shares under the Securities Act and under this Agreement which legend shall state in substance:

> THESE SECURITIES AND THE SECURITIES ISSUABLE UPON THE EXCHANGE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT RELATING TO SUCH SECURITIES UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS.

THESE SECURITIES ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS SET FORTH IN THE STOCKHOLDERS AGREEMENT, DATED AS OF JUNE 15, 2022, BY AND BETWEEN LIMELIGHT NETWORKS, INC. AND COLLEGE TOP HOLDINGS, INC., AS IT MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF LIMELIGHT NETWORKS, INC.

Notwithstanding the foregoing, upon the request of the applicable Seller Holdco Party, (i) in connection with any Transfer of Seller Holdco Issued Shares in accordance with the terms of this Agreement, the Company shall promptly cause the second paragraph of the legend (or notation) to be removed upon such Transfer if such restrictions would not be applicable following such Transfer (including in connection with a Permitted Loan transaction), and (ii) following receipt by the Company of written confirmation from legal counsel reasonably satisfactory to the Company to the effect that such legend (or notation) is no longer required under the Securities Act and applicable state securities Laws, the Company shall promptly cause the first paragraph of the legend (or notation) to be removed from any Seller Holdco Issued Shares to be Transferred in accordance with the terms of this Agreement.

4.2 Standstill. During the Standstill Period, the Seller Holdco Parties shall not, and shall direct their Affiliates not to, directly or indirectly, without the prior written consent of the Company:

(a) acquire, offer to acquire or agree to acquire, by purchase or otherwise, Beneficial Ownership of any Equity Interests of the Company (including any rights, options or other derivative securities or contracts or instruments to acquire such ownership that derives its value from (in whole or in part) such Equity Interests (whether currently, upon lapse of time, following the satisfaction of any conditions, upon the occurrence of any event or any combinations of the foregoing)) other than: (A) as a result of any stock split, stock dividend or distribution, subdivision, reorganization, reclassification or similar capital transaction involving Equity Interests, (B) receipt of any Seller Holdco Issued Earnout Shares, or (C) pursuant to or in connection with a Permitted Transfer or a Permitted Loan; provided, that no Seller Holdco Party shall be in breach of this Section 4.2(a) as a result of the acquisition by any Seller Holdco Board Designee of any Equity Interests of the Company pursuant to (x) the grant or vesting of any equity compensation awards granted by the Company to any Seller Holdco Board Designee, or (y) the exercise of any stock options, restricted stock units, or similar awards relating to any Equity Interests of the Company granted by the Company to any Seller Holdco Board Designee;

(b) propose or make any public announcement or public offer with respect to any acquisition, merger, business combination, recapitalization, reorganization or other similar extraordinary transaction involving the Company or any of its Subsidiaries (unless such transaction is approved or affirmatively recommended by the Board);

(c) make, knowingly encourage, or in any way participate in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC promulgated pursuant to Section 14 of the Exchange Act) to vote any shares of Company Common Stock, or seek to advise or influence any Person with respect to the voting of, any shares of Company Common Stock (other than, in each case, in accordance with, and as permitted by, Section 3.1);

(d) seek election to, or seek to place a representative on, the Board, or seek the removal of any member of the Board, or otherwise act, alone or in concert with others, to seek representation or to control or influence the management, the Board or policies of the Company (other than with respect to (A) the election or removal of a Seller Holdco Board Designee in accordance with, and as permitted by, Section 2.1 or (B) voting (including by written consent) in accordance with, and as permitted by, Section 3.1);

(e) call, or seek to call, a meeting of the stockholders of the Company or initiate any stockholder proposal for action by stockholders of the Company;

(f) form, join or in any way participate in a Group with respect to Equity Securities or discuss with any third party the potential formation of a Group (other than a Group consisting solely of Seller Holdco Parties);

(g) otherwise act, alone or in concert with others, to seek to control or influence the management or the policies of the Company (for the avoidance of doubt, excluding any such act in their capacity as a commercial counterparty, customer, supplier or the like);

(h) advise or knowingly assist or encourage or enter into any discussions, negotiations, agreements or arrangements with any other Persons in connection with any of the foregoing activities;

(i) publicly disclose any intention, plan or arrangement inconsistent with any of the foregoing activities, or knowingly take any action that a Seller Holdco Party knows would require the Company to make a public announcement regarding any of the foregoing activities; or

(j) contest the validity of this Section 4.2;

it being understood and agreed that this Section 4.2 shall not limit (A) the ability of each Seller Holdco Board Designee to exercise his or her legal duties or otherwise act in his or her capacity as a Director or a member of a Committee, (B) the ability of a Seller Holdco Party to vote (including by written consent) or Transfer its Seller Holdco Issued Shares as permitted under the terms of this Agreement, participate in rights offerings made by the Company to all holders of Company Common Stock, receive any dividends or similar distributions with respect to any Equity Interests of the Company, or (C) a Seller Holdco Party or any of its Affiliates from making to the Board or the Chief Executive Officer of the Company any proposal regarding a strategic transaction involving the Company, which proposal is made in a confidential manner and is not reasonably expected to require the Company to make any public disclosure.

4.3 Certain Approval Rights. So long as the Seller Holdco Parties Beneficially Own at least fifty percent (50%) of the Seller Holdco Issued Closing Shares, without the prior written consent of Seller Holdco, the Company shall not:

(a) amend the Organizational Documents of the Company or any of its material Subsidiaries in any manner that would be disproportionately adverse to Seller Holdco;

(b) change the size of the Board; or

(c) undertake any liquidation, dissolution or winding up of the Company.

4.4 Corporate Opportunities.

(a) In recognition and anticipation that (i) certain directors, principals, officers, employees, members, partners and/or other representatives of Seller Holdco, any Seller Holdco Party or Apollo Entity, or of investment funds or vehicles affiliated with an Apollo Entity or any of its respective Affiliates may be Seller Holdco Board Designees and, accordingly, serve as Directors, and (ii) each of Apollo or investment funds or vehicles affiliated with Apollo may now engage, may continue to engage, and/or may, in the future, decide to engage, in the same or similar activities or related lines of business as those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage and/or other business activities that overlap with, are complementary to or compete with those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage, the provisions of this Section 4.4 are set forth to regulate and define the conduct of certain affairs of the Company and its Subsidiaries with respect to certain classes or categories of business opportunities as they may involve any Seller Holdco Party or its Affiliates and the powers, rights, duties and liabilities of the Company, its Subsidiaries, and their respective directors, officers and stockholders in connection therewith.

(b) To the fullest extent permitted by applicable Law, the Company, on behalf of itself and each of its Subsidiaries, hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate (or analogous) or business opportunity for any Seller Holdco Party, any of its Affiliates, or any of the Seller Holdco Board Designees (collectively, "Identified Persons" and, individually, an "Identified Person") and the Company or any of its Affiliates. In the event that any Identified Person acquires knowledge of a potential transaction or other corporate (or analogous) or business opportunity which may be a corporate (or analogous) or business opportunity for itself, herself or himself and the Company or any of its Affiliates, such Identified Person shall have no duty to communicate, offer or otherwise make available such transaction or other corporate (or analogous) or business opportunity to the Company or any of its Affiliates and shall not be liable to the Company or its stockholders or to any Affiliate of the Company for breach of any purported fiduciary duty solely by reason of the fact that such Identified Person pursues or acquires such corporate (or analogous) or business opportunity for itself, herself or himself, or offers or directs such corporate (or analogous) or business opportunity to another Person (including any Affiliate of such Identified Person).

(c) The Company, on behalf of itself and each of its Subsidiaries, (i) acknowledges that the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other entities (each such entity, a "Related Company" and all such entities, collectively, "Related Companies") that are direct competitors of, or that otherwise may have interests that do or could conflict with those of, the Company, any of its Subsidiaries, any of the Company's stockholders or any of their respective Affiliates, and (ii) agree that (A) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Agreement shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Agreement (if any) shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (x) the ownership by an Identified Person of any interest in any Related Company, (y) the affiliation of any Related Company with an Identified Person or (z) any action taken or omitted by any Related Company or an Identified Person in respect of any Related Company, (B) no Identified Person shall, by reason of such ownership, affiliation or action, become subject to any fiduciary duty to the Company, any of its Subsidiaries, any of the Company's stockholders or any of their respective Affiliates, (C) none of the duties imposed on an Identified Person, whether by contract or law, do or shall limit or impair the right of any Identified Person lawfully to compete with the Company, any of its Subsidiaries, any of the Company's stockholders or any of their respective Affiliates as if the Identified Persons were not a party to this Agreement, and (D) the Identified Persons are not and shall not be obligated to disclose to the Company, any of its Subsidiaries, any of the Company's stockholders or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, or to refrain from or in any respect to be restricted in competing against the Company, any of its Subsidiaries, any of the Company's stockholders or any of their respective Affiliates in any such business or as to any such opportunities.

(d) Notwithstanding anything to the contrary in this Agreement: (i) any current Seller Holdco Board Designee and any Person who has served as a Seller Holdco Board Designee within the preceding twelve (12) months shall not (x) serve on the board of directors of any Restricted Person or (y) serve on the board of directors of any Seller Holdco Entity that owns any interest in a Restricted Person that would result in such Restricted Person becoming an Affiliate of such Seller Holdco Entity; and (ii) the Seller Holdco Parties shall not, and shall direct their Affiliates not to, acquire any interest in any Restricted Person that would result in such Restricted Person becoming an Affiliate of any Seller Holdco Entity. This Section 4.4(d) shall terminate and be of no further force or effect upon the earlier of (A) the date of termination of this Agreement in accordance with Section 6.1 and (B) the later of (I) ninety (90) days after the expiration of the Standstill Period and (II) the day after the first annual meeting of stockholders following the expiration of the Standstill Period at which Directors are elected.

4.5 Information and Access Rights.

(a) For so long as the Seller Holdco Parties has the right under Section 2.1(b)(i) to designate or nominate any Seller Holdco Board Designee to serve on the Board, the Company shall, and shall cause its Subsidiaries to, (i) permit Seller Holdco and its respective designated representatives, at reasonable times and upon reasonable prior notice to the Company, to inspect, review and/or make copies and extracts from the books and records of the Company

or any of such Subsidiaries and to discuss the affairs, finances and condition of the Company or any of such Subsidiaries with the officers of the Company or any such Subsidiary and (ii) upon the written request of Seller Holdco, provide Seller Holdco, in addition to other information that might be reasonably requested by Seller Holdco from time to time, (A) copies of all materials provided to the Board (or committee of the Board), (and (B) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries (all such information so furnished pursuant to this Section 4.5(a), the "Information"). Subject to Section 4.5(b), any Seller Holdco Party (and any party receiving Information from such Seller Holdco Party) who shall receive Information shall maintain the confidentiality of such Information, using the same degree of care that such Seller Holdco Party would employ with respect to its own confidential information. The Seller Holdco Parties acknowledge and agree that all of the information received by it in connection with this Agreement is of a confidential nature and may be regarded as material non-public information under Regulation FD promulgated by the SEC. The Company shall not be required to provide such portions of any Information containing attorney-client, work product or similar privileged information of the Company or other information required by the Company to be kept confidential pursuant to and in accordance with the terms of any confidentiality agreement with a third Person or applicable Law, so long as the Company has used its reasonable best efforts to enter into an arrangement pursuant to which it may provide such information to the Seller Holdco Parties without the loss of any such privilege or without violating such confidentiality obligation.

(b) Individuals associated with the Seller Holdco Parties may from time to time serve on the Board or the equivalent governing body of the Company's Subsidiaries. The Company, on its behalf and on behalf of its Subsidiaries, recognizes that such individuals (i) will from time to time receive non-public information concerning the Company and its Subsidiaries, and (ii) may (subject to the obligation to maintain the confidentiality of such information in accordance with Section 4.5(a)) share such information with other individuals associated with the Seller Holdco Parties who have a need to know such information for the purpose of facilitating support to such individuals in their capacity as members of the Board or such equivalent governing body or enabling the Seller Holdco Parties, as equityholders, to better evaluate the Company's performance and prospects; provided, that such other individuals are informed about the confidential nature of such information and agree in writing to maintain the confidentiality of such information consistent with the confidentiality obligations under Section 4.5(a).

4.6 Financing Cooperation.

(a) If requested by a Seller Holdco Party, the Company will provide cooperation (with, in each case, all reasonable, documented out-of-pocket expenses, including legal expenses, incurred by the Company in connection with the foregoing, being borne by such Seller Holdco Party) in connection with such Seller Holdco Party obtaining any Permitted Loan, including with respect to the following: (i) entering into an issuer agreement (an "Issuer Agreement") with each lender in connection with such transactions (which agreement may include agreements and obligations of the Company relating to procedures and specified time periods for effecting transfers and/or conversions upon foreclosure, agreements to not hinder or delay exercises of remedies on foreclosure, acknowledgments regarding organizational

documents and corporate policy, if applicable, and certain acknowledgments regarding the pledged Company Common Stock and securities law status of the pledge arrangements), (ii) using good faith and commercially reasonable efforts to (A) remove any restrictive legends on certificates representing pledged Company Common Stock and depositing any pledged Company Common Stock in book entry form on the books of The Depository Trust Company, in each case when eligible to do so or otherwise as agreed with the transfer agent (and providing any necessary indemnities to the transfer agent in connection therewith) or (B) without limiting the generality of clause (A), if such Company Common Stock is eligible for resale under an exemption for sale under the Securities Act, including Rule 144 thereunder, depositing such pledged Company Common Stock in book entry form on the books of The Depository Trust Company or other depository with customary representations and warranties from the applicable Seller Holdco Party or its applicable Affiliates regarding compliance with securities Laws, (iii) if so requested by such lender or counterparty, as applicable, re-registering the pledged Company Common Stock in the name of the relevant lender, agent, counterparty, custodian or similar party to a Permitted Loan, with respect to Permitted Loans solely as securities intermediary and only to the extent Seller Holdco or its Permitted Transferees (or its or their Affiliates) continue to beneficially own such pledged Company Common Stock, (iv) entering into customary triparty agreements with each lender and Seller Holdco (and its Permitted Transferees and its and their Affiliates) relating to the delivery of the Company Common Stock to the relevant lender for crediting to the relevant collateral accounts upon funding of the loan and payment of the purchase price including a right for such lender as a third party beneficiary of the Company's obligations hereunder and (v) such other cooperation and assistance as Seller Holdco and its Permitted Transferees may reasonably request in writing (which cooperation and assistance, for the avoidance of doubt, shall not include any requirements that the Company deliver information or compliance certificates typically provided by borrowers to lenders) that will not unreasonably disrupt the operation of the Company's business.

(b) Seller Holdco shall indemnify and hold harmless the Company and its Affiliates and all Representatives of any of the foregoing from and against any and all fees, costs and expenses (including reasonable out-of-pocket legal and accounting fees and expenses), judgments, fines, claims, losses, penalties, damages, interest, awards and liabilities directly or indirectly suffered or incurred by them in connection with the arrangement and consummation of any Permitted Loan or providing any of the information utilized in connection therewith, except (i) any information concerning the Company or any of its Affiliates provided by the Company or any of its Affiliates or Representatives or (ii) to the extent any of the foregoing was suffered or incurred as a result of the gross negligence, Fraud, intentional misrepresentation, bad faith, or willful misconduct of, any such Persons.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Company. The Company hereby represents and warrants to Seller Holdco as follows as of the Effective Date:

(a) The Company is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under the Agreement.

(b) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement do not and will not conflict with or violate any provision of, or require the consent or approval of any Person (except for any such consents or approvals which have been obtained) under, (x) applicable Law, (y) the Organizational Documents of the Company, or (z) any Contract to which the Company is a party.

(c) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by Seller Holdco, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

5.2 Representations and Warranties of Seller Holdco. Seller Holdco hereby represents and warrants to the Company as follows as of the Effective Date:

(a) Seller Holdco is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Seller Holdco has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) The execution and delivery by Seller Holdco of this Agreement and the performance by Seller Holdco of its obligations under this Agreement do not and will not conflict with or violate any provision of, or require the consent or approval of any Person (except for any such consents or approvals which have been obtained) under, (x) applicable Law, (y) its Organizational Documents, or (z) any Contract to which it is a party.

(c) The execution and delivery by Seller Holdco of this Agreement and the performance by Seller Holdco of its obligations under this Agreement have been duly authorized by all necessary corporate or other analogous action on its part. This Agreement has been duly executed and delivered by Seller Holdco and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Seller Holdco, enforceable against it in accordance with its terms, subject to Enforceability Exceptions.

(d) None of the Seller Holdco Entities owns any Voting Securities (without giving effect to the Seller Holdco Issued Closing Shares).

5.3 No Other Representations and Warranties. Each of the Company and Seller Holdco hereby acknowledges and agrees that except for the express representations and warranties set forth in this Article V, the Stock Purchase Agreement or any other Ancillary Agreement, (a) neither party hereto nor any Person acting on its behalf is making any representation or warranty of any kind, express or implied, in connection with the negotiation, execution or performance of this Agreement or the Stock Purchase Agreement or the transactions

contemplated hereby and thereby, and (b) neither party hereto has relied on any representation or warranty, whether express or implied, with respect to any information furnished by the other party hereto or any Person acting on its behalf in connection with the negotiation, execution or performance of this Agreement or the Stock Purchase Agreement or the transactions contemplated hereby and thereby.

ARTICLE VI
GENERAL PROVISIONS

6.1 Termination. This Agreement shall terminate automatically upon the dissolution of the Company (unless the Company (or its successor) continues to exist after such dissolution, whether incorporated in Delaware or another jurisdiction). Any Seller Holdco Party who disposes of all of its Seller Holdco Acquired Shares shall automatically cease to be a party to this Agreement and have no further rights or obligations hereunder as a Seller Holdco Party.

6.2 Notices. All notices and other communications to be given to any party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or by electronic mail ("e-mail") transmission (so long as a receipt of such e-mail is requested and received), and shall be directed to the address set forth below (or at such other address as such party shall designate by like notice):

if to the Company:

Limelight Networks, Inc.
2220 W. 14th Street
Tempe, AZ 85281
Attn:
Email:

with a copy (not constituting notice) to:

Goodwin Procter LLP
Three Embarcadero Center
San Francisco, CA 94111
Attention: Joshua Zachariah
Nathan Hagler
E-mail: jzachariah@goodwinlaw.com
nhagler@goodwinlaw.com

if to Seller Holdco:

College Top Holdings, Inc.
One Manhattanville Road, Suite 201
Purchase, NY 10577
Attn:
Email:

with a copy (not constituting notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Taurie Zeitzer
Justin Rosenberg
E-mail: tzeitzer@paulweiss.com
jrosenberg@paulweiss.com

6.3 Amendment; Waiver. This Agreement may not be modified or amended, except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party to this Agreement may, only by an instrument in writing, waive compliance by the other party to this Agreement with any term or provision of this Agreement on the part of such other party to this Agreement to be performed or complied with. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6.4 Further Assurances. Each party hereto shall sign such further documents and do and perform and cause to be done such further acts and things as any other party hereto may reasonably request to the extent necessary to carry out the intent and accomplish the purposes of this Agreement.

6.5 Assignment. This Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, except by any Seller Holdco Party to any Permitted Transferee that has executed a joinder agreement substantially in the form attached as Exhibit A to this Agreement, without the express prior written consent of the other parties hereto, and any attempted assignment, without such consent, will be null and void.

6.6 Third Parties. Except for Section 2.1(f), Section 2.1(g) and Section 4.4, which are intended to benefit, and to be enforceable by, the Persons specified therein, this Agreement and the Exhibits and Schedules hereto, are not intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof

6.7 Governing Law; Jurisdiction and Forum; Waiver of Jury Trial.

(a) This Agreement, and all proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State

of Delaware. In addition, each of the parties hereto irrevocably (i) submits to the personal jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such dispute, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any Delaware State court sitting in New Castle County, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) waives any objection to the laying of venue of any Action relating to this Agreement or the transactions contemplated hereby in such court, (iv) waives and agrees not to plead or claim in any such court that any Action relating to this Agreement or the transactions contemplated hereby brought in any such court has been brought in an inconvenient forum, and (v) agrees that it will not bring any Action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such Action, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such Action, any Delaware State court sitting in New Castle County. Each party agrees that service of process upon such party in any such Action shall be effective if notice is given in accordance with Section 6.2.

(b) EACH PARTY TO THIS AGREEMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY AGREEMENTS, THE CONFIDENTIALITY AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THEREWITH OR THE ADMINISTRATION HEREOF OR THEREOF OR THE SALE OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NO PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ANCILLARY AGREEMENTS, THE CONFIDENTIALITY AGREEMENT OR RELATED INSTRUMENTS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 6.7. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 6.7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

6.8 Specific Performance. The parties hereto agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the parties hereto do not perform any provision of this Agreement in accordance with its specified terms or otherwise breach such provisions. Accordingly, the parties hereto

acknowledge and agree that the parties hereto shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of actual damages, in addition to any other remedy to which they are entitled in Law or in equity. Each of the parties hereto agrees that it will not oppose, and irrevocably waives its right to object to, the granting of an injunction, specific performance or other equitable relief on the basis that the other party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity or otherwise. Any party hereto seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such injunction or enforcement.

6.9 Entire Agreement. This Agreement, together with the Exhibits and Schedules hereto and thereto, and the Confidentiality Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, whether oral or in writing.

6.10 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

6.11 Headings. The Section and Article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

6.12 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, pdf or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Agreement.

6.13 Certain Adjustments of Company Common Stock. Notwithstanding anything contained herein, the parties hereto hereby agree that if, following the execution of this Agreement, the number of outstanding shares of Company Common Stock is increased or decreased or changed into a greater or fewer number or a different class of shares, including by reason of any reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares, or any other similar event that would have the effect of changing the Seller Holdco Parties' ownership of Company Common Stock or other Equity Interests of the Company, then each provision herein that relates to or references a Seller Holdco Party's or any of their respective Affiliates' holding, ownership or Beneficial Ownership of

Company Common Stock (including with respect to the Seller Holdco Issued Shares) shall be automatically adjusted without any further action by any Person to fully reflect the appropriate effect of such increase or decrease in the number of outstanding shares of Company Common Stock or such change into a greater or fewer number or a different class of shares, as applicable.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LIMELIGHT NETWORKS, INC.

By: /s/ Robert Lyons
Name: Robert Lyons
Title: Chief Executive Officer

[Signature Page to Stockholders Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COLLEGE TOP HOLDINGS, INC.

By: /s/ Monica Mijaleski
Name: Monica Mijaleski
Title: Chief Financial Officer and Treasurer

[Signature Page to Stockholders Agreement]

EXHIBIT A

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Stockholders Agreement, dated as of June 15, 2022 (the "Stockholders Agreement"), by and between the Company and Seller Holdco. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Stockholders Agreement.

WHEREAS, on the date hereof, the Joining Party is acquiring shares of Company Common Stock from [•] (the "Transferred Shares"); and

WHEREAS, the Stockholders Agreement requires the Joining Party, as a condition to becoming a holder of the Transferred Shares, to agree in writing to be bound by the terms of the Stockholders Agreement, and the Joining Party agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder Agreement hereby agree as follows:

1. Agreement to be Bound. The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Stockholders Agreement and a "Seller Holdco Party" as if it had executed the Stockholders Agreement as of the date hereof. The Joining Party hereby ratifies, and agrees to be bound by, all of the terms, provisions and conditions contained in the Stockholders Agreement, in each case as of the date hereof. The Joining Party hereby represents and warrants to the Company that, as of the date hereof, it is a Permitted Transferee and the representations and warranties set forth in Section 5.2 are true and correct as if the Joining Party were Seller Holdco.

2. Notice. For purposes of Section 6.2 of the Stockholders Agreement, the Joining Party's address is:

[●]
[●]
[●]
Attention: [●]
Fax: [●]

with a copy (not constituting notice) to:

[●]
[●]
[●]

Attention: [●]
Fax: [●]

3. Headings and Captions. The headings and captions contained in this Joinder Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Joinder Agreement or the intent of any provision hereof.

4. Counterparts. This Joinder Agreement may be signed in any number of separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one Joinder Agreement (or amendment, as applicable).

5. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to principles of conflicts of Laws thereof.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: [●]

[NAME OF JOINING PARTY]
By: _____
Name: [●]
Title: [●]

ACCEPTED AND AGREED:

[●]

By: _____
Name: [●]
Title: [●]

EXHIBIT B

[****]

Exhibit 10.2
Execution Version

REGISTRATION RIGHTS AGREEMENT

by and between

LIMELIGHT NETWORKS, INC.

and

COLLEGE TOP HOLDINGS, INC.

Dated as of June 15, 2022

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REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**") is entered into as of June 15, 2022, by and between Limelight Networks, Inc., a Delaware corporation (the "**Company**"), and College Top Holdings, Inc., a Delaware corporation ("**College Top Holdings**"). Capitalized terms used but not defined elsewhere herein are defined in Exhibit A. College Top Holdings and any other party that may become a party hereto pursuant to Section 4.1 are referred to collectively as the "**Holders**" and individually each as a "**Holder**".

RECITALS

WHEREAS, the Company and College Parent, L.P., a Delaware limited partnership ("**College Parent**") are party to the Stock Purchase Agreement, dated as of March 6, 2022 (the "**Purchase Agreement**"), pursuant to which, among other things, upon the terms and subject to the conditions set forth therein, at the closing of the transactions contemplated by the Purchase Agreement and from time to time upon the occurrence of certain conditions following the closing, as consideration for the sale and transfer by College Parent of Edgecast Inc. to the Company and for a contemporaneous cash investment, the Company will deliver to College Top Holdings (as College Parent's designee) shares of the Company's Common Stock, par value $0.001 per share ("**Common Stock**"); and

WHEREAS, as a condition to the obligations of the Company and College Parent under the Purchase Agreement, the Company and College Top Holdings are entering into this Agreement for the purpose of granting certain registration rights to the Holders.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

RESALE SHELF REGISTRATION

Section 1.1 Resale Shelf Registration Statement. Subject to the other applicable provisions of this Agreement, the Company shall use its commercially reasonable efforts to prepare and file on or prior to the first expiration date of the Relevant Restricted Period (as defined in the Stockholders Agreement) for Registrable Securities, a registration statement covering the sale or distribution from time to time by the Holders, on a delayed or continuous basis pursuant to Rule 415 of the Securities Act, of all the Registrable Securities held by Holders, on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, then such registration shall be on another appropriate form and shall provide for the registration of such Registrable Securities for resale by the Holders in accordance with any reasonable method of distribution elected by College Top Holdings) (the "**Resale Shelf Registration Statement**"), and if the Company is a WKSI as of the filing date, the Resale Shelf Registration Statement shall consist of an Automatic Shelf Registration Statement, or a prospectus supplement to an effective Automatic Shelf Registration Statement, that shall become effective upon filing with the SEC pursuant to Rule 462(e). If the Resale Shelf Registration Statement is not

an Automatic Shelf Registration Statement, then the Company shall use its reasonable best efforts to cause such Resale Shelf Registration Statement to be declared effective by the SEC as promptly as is reasonably practicable after the filing thereof.

Section 1.2 Effectiveness Period. Once declared effective, the Company shall, subject to the other applicable provisions of this Agreement, use its commercially reasonable efforts to cause the Resale Shelf Registration Statement to be continuously effective and usable until such time as there are no longer any Registrable Securities (the "**Effectiveness Period**").

Section 1.3 Subsequent Shelf Registration Statement. If any Shelf Registration Statement ceases to be effective under the Securities Act for any reason at any time during the Effectiveness Period, the Company shall use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf Registration Statement to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf Registration Statement), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf Registration Statement in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf Registration Statement or file an additional registration statement (a "**Subsequent Shelf Registration Statement**") for an offering to be made on a delayed or continuous basis pursuant to Rule 415 of the Securities Act registering the resale from time to time by the Holders thereof of all securities that are Registrable Securities as of the time of such filing. If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (a) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that if the Company is a WKSI as of the filing date, the Subsequent Shelf Registration Statement shall be an Automatic Shelf Registration Statement, or a prospectus supplement to an effective Automatic Shelf Registration Statement, that shall become effective upon filing with the SEC pursuant to Rule 462(e)) and (b) keep such Subsequent Shelf Registration Statement continuously effective and usable until the end of the Effectiveness Period. Any such Subsequent Shelf Registration Statement shall be a registration statement on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form and shall provide for the registration of such Registrable Securities for resale by the Holders in accordance with any reasonable method of distribution elected by the Holders.

Section 1.4 Supplements and Amendments. The Company shall supplement and amend any Shelf Registration Statement if required by the Securities Act or the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement.

Section 1.5 Subsequent Holders and Share Issuances.

(a) If a Person entitled to the benefits of this Agreement becomes a Holder after a Shelf Registration Statement becomes effective under the Securities Act, the Company shall, as promptly as is reasonably practicable following delivery of written notice to the Company of such Person becoming a Holder and requesting for its name to be included as a selling securityholder in the prospectus related to the Shelf Registration Statement, if required and permitted by applicable law, file with the SEC a supplement to the related prospectus or a post-effective

amendment to the Shelf Registration Statement so that such Holder is named as a selling securityholder in the Shelf Registration Statement and the related prospectus in such a manner as to permit such Holder to deliver a prospectus to purchasers of the Registrable Securities in accordance with applicable law; *provided*, *however*, that the Company shall not be required to file more than one post-effective amendment or a supplement to the related prospectus for such purpose in any 30-day period.

(b) Following the date of effectiveness of the Resale Shelf Registration Statement, upon the Company's issuance of new Registrable Securities to any Holder, including pursuant to the Purchase Agreement, the Company shall, as promptly as is reasonably practicable following delivery of such Registrable Securities to any such Holder, if required and permitted by applicable law, file with the SEC a supplement to the related prospectus or a post-effective amendment to the Shelf Registration Statement so that such new Registrable Securities are registered for resale under the Shelf Registration Statement.

(c) If, pursuant to this Section 1.5, the Company shall have filed a post-effective amendment to the Shelf Registration Statement that is not automatically effective, the Company shall use its commercially reasonable efforts to cause such post-effective amendment to become effective under the Securities Act as promptly as is reasonably practicable and notify such Holder as promptly as is reasonably practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to Section 1.5.

Section 1.6 Underwritten Offering.

(a) Subject to any applicable restrictions on transfer in the Stockholders Agreement, one or more Holders of Registrable Securities may, after a Shelf Registration Statement becomes effective, deliver a written notice to the Company (the "**Underwritten Offering Notice**") specifying that the sale of some or all of the Registrable Securities subject to such Shelf Registration Statement (other than Registrable Securities for which the Relevant Restricted Period (as defined in the Stockholders Agreement) has not expired or waived by the Company), is intended to be conducted through an Underwritten Offering, which shall specify the number or amount of Registrable Securities intended to be included in such Underwritten Offering; *provided*, *however*, that, without the Company's prior written consent, (i) a Holder may not launch an Underwritten Offering (A) if the anticipated gross proceeds are expected to be less than $30,000,000 (unless the Holder, collectively with its Affiliates, is proposing to sell all of their remaining Registrable Securities) or (B) if such Underwritten Offering is a Marketed Underwritten Offering, within 90 days of any other Marketed Underwritten Offering by the Holders or the Company and (ii) the Holders may not request to launch more than three Marketed Underwritten Offerings in the aggregate within any 365-day period (or more than two Marketed Underwritten Offerings in the aggregate within any 365-day period if the Shelf Registration Statement is a Long-Form Registration Statement).

(b) In the event of an Underwritten Offering, the Holder(s) delivering the Underwritten Offering Notice shall select the managing underwriter(s) to administer the Underwritten Offering; *provided* that the choice of such managing underwriter(s) shall be subject to the consent of the Company, which shall not be unreasonably withheld, conditioned or delayed. In making the determination to consent to the Holder(s) choice of managing underwriter(s), the Company may

take into account its business and strategic interests as well as any other considerations deemed relevant by the Company. The Company and the Holders participating in an Underwritten Offering will enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such offering.

(c) Upon receipt of an Underwritten Offering Notice (which, in the case of an Underwritten Offering that is an underwritten block trade or bought deal, shall be received by the Company not less than two Business Days prior to the day such offering is first anticipated to commence), (A) the Company shall, if such notice relates to a Marketed Underwritten Offering, promptly deliver to each other Holder written notice thereof and if, within three Business Days after the date of the delivery of such notice, a Holder shall so request in writing, the Company shall include in such Marketed Underwritten Offering all or any part of such Holder's Registrable Securities as such Holder requests to be registered, subject to Section 1.6(d) and (B) the Company shall, as expeditiously as possible, use its commercially reasonable efforts to facilitate such Underwritten Offering (which, in the case of an Underwritten Offering that is an underwritten block trade or bought deal, may close as early as two Business Days after the date it commences).

(d) The Company will not include in any Underwritten Offering pursuant to this Section 1.6 any securities that are not Registrable Securities without the prior written consent of the Holder(s) of a majority of the Registrable Securities participating in such Underwritten Offering, not to be unreasonably withheld, conditioned or delayed. If the managing underwriter or underwriters advise the Company and such Holder(s) in writing that in its or their good faith opinion the number of Registrable Securities (and, if permitted hereunder, other securities requested to be included in such offering) exceeds the number of securities which can be sold in such offering in light of market conditions or is such so as to adversely affect the success of such offering, the Company will include in such offering only such number of securities that can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, the Registrable Securities of the Holders that have requested to participate in such Underwritten Offering, allocated *pro rata* among such Holders on the basis of the percentage of the Registrable Securities owned by such Holders, and (ii) second, any other securities of the Company that have been requested to be so included.

Section 1.7 Take-Down Notice. Subject to the other applicable provisions of this Agreement and any applicable restrictions on transfer in the Stockholders Agreement, including the limitations and requirements in Section 1.6 regarding Underwritten Offerings, at any time that any Shelf Registration Statement is effective, if a Holder delivers a notice to the Company (a "**Take-Down Notice**") stating that it intends to effect a sale or distribution of all or part of its Registrable Securities included by it on any Shelf Registration Statement (a "**Shelf Offering**") and stating the number of the Registrable Securities to be included in such Shelf Offering, then the Company shall amend, subject to the other applicable provisions of this Agreement, or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be sold and distributed pursuant to the Shelf Offering.

Section 1.8 Piggyback Registration.

(a) Except with respect to a Shelf Registration Statement, if the Company proposes to file a registration statement under the Securities Act with respect to an offering of Common Stock or securities convertible into, or exchangeable or exercisable for, Common Stock, whether or not for sale for its own account (other than a registration statement (i) on Form S-4, Form S-8 or any successor forms thereto or (ii) filed to effectuate an exchange offer or any employee benefit or dividend reinvestment plan), then the Company shall give prompt written notice of such filing, which notice shall be given, to the extent reasonably practicable, no later than seven Business Days prior to the filing date (the "**Piggyback Notice**") to the Holders. The Piggyback Notice shall offer such Holders the opportunity to include (or cause to be included) in such registration statement the number of shares of Registrable Securities as each such Holder may request (each, a "**Piggyback Registration Statement**"). Subject to Section 1.8(b), the Company shall include in each Piggyback Registration Statement all Registrable Securities with respect to which the Company has received written requests for inclusion therein (each, a "**Piggyback Request**") within five Business Days after the date of the Piggyback Notice. The Company shall not be required to maintain the effectiveness of a Piggyback Registration Statement beyond the earlier of (x) 180 days after the effective date thereof and (y) consummation of the distribution by the Holders of the Registrable Securities included in such registration statement. The Company may postpone or withdraw a Piggyback Registration Statement at any time prior to effectiveness of such Piggyback Registration Statement without incurring any liability to the Holders.

(b) Subject to any applicable restrictions on transfer in the Stockholders Agreement, if any of the securities to be registered pursuant to the registration giving rise to the rights under this Section 1.8 are to be sold in an Underwritten Offering, the Company shall use reasonable best efforts to cause the managing underwriter or underwriters of a proposed Underwritten Offering to permit Holders who have timely submitted a Piggyback Request in connection with such offering to include in such offering all Registrable Securities included in each Holder's Piggyback Request on the same terms and subject to the same conditions as any other shares of capital stock, if any, of the Company included in the offering. Notwithstanding the foregoing, if the managing underwriter or underwriters of such Underwritten Offering advise the Company in writing that in its or their good faith opinion the number of securities exceeds the number of securities which can be sold in such offering in light of market conditions or is such so as to adversely affect the success of such offering, the Company will include in such offering only such number of securities that can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, the securities proposed to be sold by the Company for its own account; (ii) second, the Registrable Securities of the Holders that have requested to participate in such Underwritten Offering and any other persons with piggyback registration rights who have the right to participate and that have requested to participate in such offering, allocated *pro rata* among such selling holders on the basis of the total amount of securities owned by each selling holder and its Affiliates (other than the Company); and (iii) third, any other securities of the Company that have been requested to be included in such offering, allocated *pro rata* among such holders on the basis of the percentage of securities of the Company then held by such holders; *provided* that Holders may, prior to the earlier of (a) the effectiveness of the registration statement and (b) the time at which the offering price or underwriter's discount is determined with the managing underwriter or underwriters, withdraw their request to be included in such registration pursuant to this Section 1.8.

ARTICLE II

ADDITIONAL PROVISIONS REGARDING REGISTRATION RIGHTS

Section 2.1 Registration Procedures. Subject to the other applicable provisions of this Agreement, in the case of each registration of Registrable Securities effected by the Company pursuant to Article I, the Company will:

(a) prepare and as promptly as reasonably practicable file with the SEC a registration statement with respect to such securities and use reasonable best efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby, in accordance with the applicable provisions of this Agreement;

(b) prepare and file with the SEC such amendments (including post-effective amendments) and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to keep such registration statement effective for the period specified in paragraph (a) above and (i) use reasonable efforts to cause such filings not to contain any untrue statements of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and (ii) comply with the provisions of the Securities Act and the rules and regulations of the SEC with respect to the disposition of all securities covered by such registration statement in accordance with the Holders' intended methods of distribution set forth in such registration statement for such period;

(c) furnish to the Holders and their respective counsel copies of the registration statement and the prospectus included therein (including each preliminary prospectus) proposed to be filed and provide such Holders with a reasonable opportunity to review and comment on such registration statement;

(d) if requested by the managing underwriter or underwriters, if any, or the Holder(s), promptly include in any prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters, if any, or the Holder(s) may reasonably request in order to permit the intended method of distribution of such securities, which may include disposition of Registrable Securities by all lawful means, including firm-commitment underwritten public offerings, block trades, agented transactions, sales directly into the market, purchases or sales by brokers, derivative transactions, short sales, stock loan or stock pledge transactions and sales not involving a public offering, and make all required filings of such prospectus supplement or post-effective amendment as soon as reasonably practicable after the Company has received such request; *provided*, *however*, that the Company shall not be required to take any actions under this Section 2.1(d) that are not, in the opinion of counsel for the Company, in compliance with applicable law;

(e) in the event that the Registrable Securities are being offered in an Underwritten Offering, furnish to the Holder(s) participating in such Underwritten Offering and their respective counsel and to the underwriters of the securities being registered and their respective counsel such reasonable number of copies of the registration statement, preliminary prospectus and final prospectus as such Holder(s) or such underwriters may reasonably request in order to facilitate the public offering or other disposition of such securities;

(f) as promptly as reasonably practicable notify the Holder(s) at any time when a prospectus relating thereto is required to be delivered under the Securities Act or upon the Company's discovery of the occurrence of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing (which, for the avoidance of doubt, shall commence a Suspension Period (as defined below)), and, subject to Section 2.2, as promptly as is reasonably practicable, prepare and file with the SEC a supplement or post-effective amendment to such registration statement or the related prospectus or any document incorporated therein by reference or file any other required document and at the request of any Holder, furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the Holder of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing;

(g) use reasonable best efforts to register and qualify (or exempt from such registration or qualification) the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions within the United States as shall be reasonably requested in writing by any Holder; *provided*, *however*, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdictions where it would not otherwise be required to qualify but for this subsection or (ii) take any action that would subject it to general service of process in any such jurisdictions;

(h) in the event that the Registrable Securities are being offered in a public offering, enter into an underwriting agreement, a placement agreement or equivalent agreement customary for a transaction of that nature, in each case in accordance with the applicable provisions of this Agreement, and take all such other actions reasonably requested by the Holders of the Registrable Securities being sold in connection therewith (including any reasonable actions requested by the managing underwriters, if any) to facilitate the disposition of such Registrable Securities, and in such connection, (i) the underwriting agreement shall contain indemnification provisions and procedures substantially to the effect set forth in Article III hereof with respect to all parties to be indemnified pursuant to Article III except as otherwise agreed by the Holders and (ii) deliver such other documents and certificates as may be reasonably requested by the managing underwriters;

(i) in connection with an Underwritten Offering, the Company shall cause its officers to use their reasonable best efforts to support the marketing of the Registrable Securities covered by such offering (including participation in "road shows" or other similar marketing efforts) to the extent reasonably necessary, in the view of the managing underwriter(s), to support the proposed sale of Registrable Securities pursuant to such Underwritten Offering;

(j) use reasonable best efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion dated such date of the legal counsel representing the Company for the purposes of

such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, (ii) a "negative assurances letter", dated such date of the legal counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and (iii) "comfort" letters dated the date of pricing of such offering and dated such date from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, such letter to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings;

(k) use reasonable best efforts to list the Registrable Securities covered by such registration statement with any securities exchange on which the Common Stock is then listed;

(l) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(m) in connection with a customary due diligence review, make available for inspection by the Holders, any underwriter participating in any such disposition of Registrable Securities, if any, and any counsel or accountants retained by the Holders or underwriter (collectively, the "**Offering Persons**"), at the offices where normally kept or, if requested, via virtual platform, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information and participate in customary due diligence sessions in each case reasonably requested by any such representative, underwriter, counsel or accountant in connection with such Registration Statement; *provided*, *however*, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such Offering Persons unless (i) disclosure of such information is required by court or administrative order or in connection with an audit or examination by, or a blanket document request from, a regulatory or self-regulatory authority, bank examiner or auditor, (ii) disclosure of such information, in the reasonable judgment of the Offering Persons, is required by law or applicable legal process (including in connection with the offer and sale of securities pursuant to the rules and regulations of the SEC), (iii) such information is or becomes generally available to the public other than as a result of a non-permitted disclosure or failure to safeguard by such Offering Persons in violation of this Agreement or (iv) such information (A) was known to such Offering Persons (prior to its disclosure by the Company) from a source other than the Company when such source, to the knowledge of the Offering Persons, was not bound by any contractual, legal or fiduciary obligation of confidentiality to the Company with respect to such information, (B) becomes available to the Offering Persons from a source other than the Company when such source, to the knowledge of the Offering Persons, is not bound by any contractual, legal or fiduciary obligation of confidentiality to the Company with respect to such information or (C) was developed independently by the Offering Persons or their respective representatives without the use of, or reliance on, information provided by the Company. In the case of a proposed disclosure pursuant to (i) or (ii) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure (except in the case of (ii) above when a proposed disclosure was or is to be made in connection with a registration statement or prospectus under this Agreement and except in the case of clause (i) above when a proposed disclosure is in connection with a routine audit or examination by, or a blanket document request from, a regulatory or self-regulatory authority, bank examiner or auditor);

(n) cooperate with each Holder and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA, including the use of reasonable best efforts to obtain FINRA's pre-clearance or pre-approval of the registration statement and applicable prospectus upon filing with the SEC;

(o) as promptly as is reasonably practicable notify the Holder(s) (i) when the prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or other federal or state governmental authority for amendments or supplements to such registration statement or related prospectus or to amend or to supplement such prospectus or for additional information, (iii) of the issuance by the SEC or any state securities authority of any stop order, injunction or other order or requirement suspending the effectiveness of such registration statement or the initiation of any proceedings for such purpose (which, for the avoidance of doubt, shall commence a Suspension Period), (iv) if at any time the Company has reason to believe that the representations and warranties of the Company contained in any agreement contemplated by Section 2.1(h) relating to any applicable offering cease to be true and correct or (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and

(p) promptly furnish counsel for each underwriter, if any, and for the Holder(s) and their respective counsel copies of any correspondence with the SEC or any state securities authority relating to the registration statement or prospectus (for the avoidance of doubt, including, but not limited to, any comment letters received from the SEC or any state securities authority).

The Holders agree that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.1(f), Section 2.1(o)(ii) or Section 2.1(o)(iii), the Holders shall discontinue disposition of any Registrable Securities covered by such registration statement or the related prospectus until receipt of the copies of the supplemented or amended prospectus, which supplement or amendment shall, subject to the other applicable provisions of this Agreement, be prepared and furnished as soon as reasonably practicable, or until the Holders are advised in writing by the Company that the use of the applicable prospectus may be resumed, and have received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an "**Interruption Period**") and, if requested by the Company, the Holders shall use reasonable best efforts to return, and cause the Holders to return, to the Company all copies then in their possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify the Holders thereof. In the event the Company invokes an Interruption Period hereunder and in the sole discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to the Holders that such Interruption Period is no longer applicable.

Section 2.2 Suspension. The Company shall be entitled, on two occasions during any 12-month period, for a period of time not to exceed an aggregate of 90 days during any 12-month period (any such period a "**Suspension Period**"), to (x) postpone or defer any registration of Registrable Securities and shall have the right not to file and not to cause the effectiveness of any registration covering any Registrable Securities, (y) suspend the use of any prospectus and registration statement covering any Registrable Securities and (z) require the Holders to suspend any offerings or sales of Registrable Securities pursuant to a registration statement, if the Company delivers to the Holders a certificate signed by an executive officer certifying that the board of directors of the Company has determined, in its good faith judgment, that such registration and offering would (i) require the Company to make an Adverse Disclosure or (ii) materially interfere with any *bona fide* material financing, acquisition, disposition or other similar transaction involving the Company or any of its subsidiaries then under consideration. Such certificate shall contain an approximation of the anticipated length of such suspension but omit any statement of the reasons for such suspension. The Holders shall keep the information contained in such certificate confidential subject to the same terms set forth in Section 2.1(m). If the Company defers any registration of Registrable Securities in response to an Underwritten Offering Notice or requires the Holder(s) to suspend any Underwritten Offering, such Holder(s) shall be entitled to withdraw such Underwritten Offering Notice and if it does so, such request shall not be treated for any purpose as the delivery of an Underwritten Offering Notice pursuant to Section 1.6.

Section 2.3 Expenses of Registration. All Registration Expenses incurred in connection with any registration or offering pursuant to Article I shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Holders shall be borne by the Holders included in such registration.

Section 2.4 Information by Holders. The Holder or Holders included in any registration shall, and College Top Holdings shall cause such Holder or Holders to, furnish to the Company the number of shares of Common Stock (or convertible exchangeable or exercisable for Common Stock within 60 days of any such filing) owned by such Holder or Holders and their Affiliates, the number of such Registrable Securities proposed to be sold, the name and address of such Holder or Holders proposing to sell and the distribution proposed by such Holder or Holders and their Affiliates as the Company or its representatives may reasonably request and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement. It is understood and agreed that the obligations of the Company under Article I are conditioned on the timely provisions of the foregoing information by such Holder or Holders and, without limitation of the foregoing, will be conditioned on compliance by such Holder or Holders with the following:

(a) such Holder or Holders will, and will cause their respective Affiliates to, cooperate with the Company in connection with the preparation of the applicable registration statement and prospectus and, for so long as the Company is obligated to keep such registration statement effective, such Holder or Holders will and will cause their respective Affiliates to, provide to the Company, in writing and in a timely manner, for use in such registration statement (and expressly identified in writing as such), all information regarding themselves and their respective Affiliates and such other information as may be required by applicable law to enable the Company to prepare or amend such registration statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by such Holder or Holders and to maintain the currency and effectiveness thereof;

(b) during such time as such Holder or Holders and their respective Affiliates may be engaged in a distribution of the Registrable Securities, such Holder or Holders will, and they will cause their Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause their Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such laws; and (ii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by such Holder or Holders or their respective Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree; and

(c) such Holder or Holders shall, and they shall cause their respective Affiliates to, (i) permit the Company and its representatives to examine such documents and records relating to a registration as reasonably requested by the Company and supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by such Holder or Holders and (ii)execute, deliver and perform under any agreements and instruments reasonably requested by the Company or its representatives to effectuate such registered offering, including opinions of counsel and questionnaires.

Section 2.5 Rule 144.

(a) With a view to making available the benefits of Rule 144 to the Holders, the Company agrees that, for so long as a Holder owns Registrable Securities, the Company will use its reasonable best efforts to:

(i) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the date of this Agreement;

(ii) file with the SEC in a timely manner all reports and other documents required of the Company to be filed under the Securities Act and the Exchange Act;

(iii) furnish to the Holder upon written request a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act; and

(iv) take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 or any similar rule or regulation hereafter adopted by the SEC.

(b) For as long as a Holder owns Registrable Securities issued or issuable upon conversion thereof, the Company will use reasonable best efforts to take such further necessary action as any holder of Registrable Securities may reasonably request in connection with the removal of any restrictive legend on the Registrable Securities being sold, all to the extent required from time to time to enable such Holder to sell the Registrable Securities to the public without registration under the Securities Act within the limitations of the exemption provided by Rule 144.

Section 2.6 Holdback Agreement. If during the Effectiveness Period, the Company shall file a registration statement (other than in connection with the registration of securities issuable pursuant to an employee stock option, stock purchase or similar plan or pursuant to a merger, exchange offer or a transaction of the type specified in Rule 145(a) under the Securities Act) with respect to an Underwritten Offering of Common Stock or securities convertible into, or exchangeable or exercisable for, such securities or otherwise informs the Holders that it intends to conduct such Underwritten Offering utilizing an effective registration statement and provides each Holder the opportunity to participate in such Underwritten Offering in accordance with and to the extent required by the terms of this Agreement, each Holder shall for so long as such Holder together with its respective Affiliates beneficially owns greater than 5% of the then outstanding Common Stock or has a right to nominate a director to the Board (as defined in the Purchase Agreement), if requested by the managing underwriter or underwriters, enter into a customary "lock-up" agreement relating to the sale, offering or distribution of Registrable Securities, in the form reasonably requested by the managing underwriter or underwriters, covering the period commencing on the date of the prospectus or prospectus supplement pursuant to which such offering may be made and continuing until the earlier of 60 days from the date of such prospectus or prospectus supplement, as applicable, and the date on which the Company's "lock-up" agreement with the underwriters in connection with the offering expires; *provided* that nothing herein will prevent (i) any Holder that is a partnership or corporation from making a transfer to an Affiliate that is otherwise in compliance with applicable securities laws, (ii) any pledge of Registrable Securities by a Holder in connection with a Permitted Loan (as defined in the Stockholders Agreement) or (iii) any foreclosure in connection with in connection with a Permitted Loan (as defined in the Stockholders Agreement) or transfer in lieu of a foreclosure thereunder, in each case that is otherwise in compliance with applicable securities laws. Notwithstanding the foregoing, any discretionary waiver or termination of this holdback provision by such underwriters with respect to any of the Holders shall apply to the other Holders as well, *pro rata* based upon the number of Registrable Securities subject to such obligations.

ARTICLE III

INDEMNIFICATION

Section 3.1 Indemnification by Company. To the extent permitted by applicable law, the Company will, with respect to any Registrable Securities covered by a registration statement or prospectus, or as to which registration, qualification or compliance under applicable "blue sky" laws has been effected pursuant to this Agreement, indemnify and hold harmless each Holder, each Holder's current and former officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees, and each Person controlling such Holder within the meaning of Section 15 of the Securities Act and such Holder's current and former officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees, and each underwriter thereof, if any, and each Person who controls any such underwriter within the meaning of Section 15 of the Securities Act (collectively, the "**Company Indemnified Parties**"), from and against any and all expenses, claims, losses, damages, costs (including costs of preparation and reasonable and documented attorney's fees and any legal or other documented fees or expenses actually incurred by such party in connection with any investigation or proceeding), judgments, fines, penalties, charges, amounts paid in settlement and other liabilities, joint or several, (or actions in respect thereof) (collectively, "**Losses**") to the extent

arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, preliminary prospectus, offering circular, "issuer free writing prospectus" (as such term is defined in Rule 433 under the Securities Act) or other document, in each case related to such registration statement, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the Company in connection with any registration or offering hereunder and (without limiting the preceding portions of this Section 3.1), the Company will reimburse each of the Company Indemnified Parties for any reasonable and documented out-of-pocket legal expenses and any other reasonable and documented out-of-pocket expenses actually incurred in connection with investigating, defending or, subject to the last sentence of this Section 3.1, settling any such Losses or action, as such expenses are incurred; *provided* that the Company's indemnification obligations shall not apply to amounts paid in settlement of any Losses or action if such settlement is effected without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Company be liable to a Holder in any such case for any such Losses or action to the extent that it arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on any untrue statement or alleged untrue statement or omission or alleged omission in the registration statement or prospectus) which occurs in reliance upon and in conformity with written information regarding such Holder furnished to the Company by such Holder or its authorized representatives expressly for use in connection with such registration by or on behalf of any Holder.

Section 3.2 Indemnification by Holders. To the extent permitted by applicable law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which registration or qualification or compliance under applicable "blue sky" laws is being effected, indemnify, severally and not jointly with any other Holders, the Company, each of its representatives, and each Person who controls the Company within the meaning of Section 15 of the Securities Act (collectively, the "**Holder Indemnified Parties**"), against all Losses (or actions in respect thereof) to the extent arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, preliminary prospectus, offering circular, "issuer free writing prospectus" or other document, in each case related to such registration statement, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and will reimburse each of the Holder Indemnified Parties for any reasonable and documented out-of-pocket legal expenses and any other reasonable and documented out-of-pocket expenses actually incurred in connection with investigating, defending or, subject to the last sentence of this Section 3.2, settling any such Losses or action, as such expenses are incurred, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, "issuer free writing prospectus" or other document in reliance upon and in conformity with written information regarding such Holder furnished to the Company by such Holder or its authorized representatives and stated to be specifically for use therein; *provided*, *however*, that in no event shall any indemnity under this Section 3.2 payable by any Holder exceed

an amount equal to the net proceeds (after deducting Selling Expenses) actually received by such Holder in respect of the sale of the Registrable Securities sold pursuant to the registration statement. The indemnity agreement contained in this Section 3.2 shall not apply to amounts paid in settlement of any Losses or action if such settlement is effected without the prior written consent of the applicable Holder (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 3.3 Notification. If any Person shall be entitled to indemnification under this Article III (each, an "**Indemnified Party**"), such Indemnified Party shall give prompt notice to the party required to provide indemnification (each, an "**Indemnifying Party**") of any claim or of the commencement of any proceeding as to which indemnity is sought. The Indemnifying Party shall have the right, exercisable by giving written notice to the Indemnified Party as promptly as reasonably practicable after the receipt of written notice from such Indemnified Party of such claim or proceeding, to assume, at the Indemnifying Party's expense, the defense of any such claim or litigation, with counsel reasonably satisfactory to the Indemnified Party and, after notice from the Indemnifying Party to such Indemnified Party of its election to assume the defense thereof, the Indemnifying Party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in accordance with this paragraph) be liable to such Indemnified Party hereunder for any legal expenses and other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; *provided*, *however*, that an Indemnified Party shall have the right to employ separate counsel in any such claim or litigation, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the use of counsel chosen by the Indemnifying Party to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) such action includes both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to the Indemnifying Party; (iii) the Indemnifying Party shall have failed within a reasonable period of time to employ counsel reasonably satisfactory to the Indemnified Party and assume such defense and the Indemnified Party is or would reasonably be expected to be materially prejudiced by such delay or (iv) the Indemnifying Party agrees to pay such fees and expenses. The failure of any Indemnified Party to give notice as provided herein shall relieve an Indemnifying Party of its obligations under this Article III only to the extent that the failure to give such notice is materially prejudicial or harmful to such Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the prior written consent of each Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), consent to entry of any judgment or enter into any settlement which (A) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation and (B) does not include any statement as to any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party. The indemnity agreements contained in this Article III shall not apply to amounts paid in settlement of any claim, loss, damage, liability or action if such settlement is effected without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification set forth in this Article III shall be in addition to any other indemnification rights or agreements that an Indemnified Party may have. An Indemnifying Party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel (together with one local counsel, if appropriate) for all parties indemnified by such

Indemnifying Party with respect to such claim, unless in the reasonable judgment of any Indemnified Party a conflict of interest may exist between such Indemnified Party and any other Indemnified Parties with respect to such claim.

Section 3.4 Contribution. If the indemnification provided for in this Article III is held by a court of competent jurisdiction to be unavailable to an Indemnified Party, other than pursuant to its terms, with respect to any Losses or action referred to therein, then, subject to the limitations contained in this Article III, the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses or action in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the Indemnified Party, on the other, in connection with the actions, statements or omissions that resulted in such Losses or action, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made (or omitted) by, or relates to information supplied by such Indemnifying Party or such Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission. The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 3.4 was determined solely upon *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding sentence of this Section 3.4. Notwithstanding the foregoing, the amount any Holder will be obligated to contribute pursuant to this Section 3.4 will be limited to an amount equal to the net proceeds actually received by such Holder in respect of the sale of the Registrable Securities sold pursuant to the registration statement which gives rise to such obligation to contribute. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

ARTICLE IV

TRANSFER AND TERMINATION OF REGISTRATION RIGHTS

Section 4.1 Transfer of Registration Rights. Any rights to cause the Company to register securities granted to a Holder under this Agreement may be transferred or assigned by a Holder to any Person in connection with a Transfer (as defined in the Stockholders Agreement) of Common Stock (i) permitted under Section 4.1(a) (other than Section 4.1(a)(iv)) and Section 4.1(b)(i) of the Stockholders Agreement or (ii) permitted under Section 4.1(b)(ii) of the Stockholders Agreement and, in the case of this clause (ii), representing 5% or more of the outstanding Common Stock; *provided*, *however*, that (x) prior written notice of such assignment of rights is given to the Company and (y) such transferee agrees in writing to be bound by, and subject to, this Agreement as a "Holder" pursuant to a written instrument substantially in the form of Exhibit B to this Agreement.

Section 4.2 Termination of Registration Rights. The rights of any particular Holder to cause the Company to register securities under Article I shall terminate with respect to such Holder upon the date upon which such Holder no longer holds any Registrable Securities.

ARTICLE V

MISCELLANEOUS

Section 5.1 Amendments and Waivers. Subject to applicable law and subject to the other provisions of this Agreement, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed by College Top Holdings and the Company.

Section 5.2 Extension of Time, Waiver. The parties hereto may, to the extent legally allowed and except as otherwise set forth herein: (a) extend the time for the performance of any of the obligations or other acts of the other parties, as applicable; and (b) subject to the requirements of applicable law, waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver will be valid only if set forth in an instrument in writing signed by such party. Any failure or delay in exercising any right, power or privilege pursuant to this Agreement will not constitute a waiver of such right, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 5.3 Assignment. Except as provided in Section 4.1, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise, by any of the parties hereto without the prior written consent of the other parties hereto; *provided*, *further*, that if the Company consolidates or merges with or into any Person and the Common Stock or any other Registrable Securities are, in whole or in part, converted into or exchanged for securities of a different issuer, and any Holder would, upon completion of such merger or consolidation, hold Registrable Securities of such issuer, then as a condition to such transaction the Company will cause such issuer to assume all of the Company's rights and obligations under this Agreement in a written instrument delivered to the Holders.

Section 5.4 Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 5.5 Entire Agreement; No Third Party Beneficiary. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein, including the Purchase Agreement and Stockholders Agreement, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof. This Agreement is not intended to and shall not confer any rights or remedies upon any person other than the parties hereto, their respective successors and permitted assigns and any Indemnified Party hereunder.

Section 5.6 Governing Law; Jurisdiction.

(a) This Agreement and all actions, proceedings or counterclaims (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the Holders or the Company in the negotiation, administration, performance and enforcement thereof, shall be governed by, and construed in accordance with the laws of the State of Delaware, including its statute of limitations, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(b) Each of the parties hereto: (i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Chosen Courts (as defined below)) in any Legal Proceeding arising out of or relating to this Agreement, in accordance with Section 5.9 or in such other manner as may be permitted by applicable law, and nothing in this Section 5.6(b) will affect the right of any party hereto to serve legal process in any other manner permitted by applicable law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any Legal Proceeding to the exclusive general jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, solely if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any other state or federal court within the State of Delaware) (the "**Chosen Courts**") in the event of any dispute or controversy relating to or arising out of this Agreement; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any Legal Proceeding relating to or arising out of this Agreement will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such Legal Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any Legal Proceeding relating to or arising out of this Agreement in any court other than the Chosen Courts unless the Chosen Courts issue a final judgment determining that such court lacks jurisdiction. Each Holder and the Company agrees that a final judgment and any interim relief (whether equitable or otherwise) in any Legal Proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

Section 5.7 Specific Enforcement. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to enforce specifically the terms and provisions hereof in the courts described in Section 5.6 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of this Agreement and without that right, neither the Company nor the Holders would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking

an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 5.7 shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 5.8 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION. EACH PARTY ACKNOWLEDGES AND AGREES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (iii) IT MAKES THIS WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8.

Section 5.9 Notices. All notices and other communications hereunder must be in writing and will be deemed to have been duly delivered and received hereunder: (a) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; or (c) immediately upon delivery by electronic mail or by hand (with a written or electronic confirmation of delivery), in each case to the intended recipient as set forth below:

(a) If to the Company, to it at:

Limelight Networks, Inc.
1465 North Scottsdale Road, Suite 400
Scottsdale, AZ 85257
Attn:
Email:

with a copy (which shall not constitute notice) to:

Goodwin Procter LLP
Three Embarcadero Center
San Francisco, CA 94111
Attention: Joshua Zachariah
Nathan Hagler
E-mail: jzachariah@goodwinlaw.com
nhagler@goodwinlaw.com

(b) If to the Holders:

College Top Holdings, Inc.
One Manhattanville Road, Suite 201
Purchase, NY 10577
Attn:
Email:

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attn: Taurie Zeitzer
Justin Rosenberg
Email: tzeitzer@paulweiss.com
jrosenberg@paulweiss.com

Any notice received at the addressee's location on any Business Day after 5:00 p.m., addressee's local time, or on any day that is not a Business Day will be deemed to have been received at 9:00 a.m., addressee's local time, on the next Business Day. From time to time, any party hereto may provide notice to the other parties hereto of a change in its address or e-mail address through a notice given in accordance with this Section 5.9, except that that notice of any change to the address or any of the other details specified in or pursuant to this Section 5.9 will not be deemed to have been received until, and will be deemed to have been received upon, the later of the date (A) specified in such notice or (B) that is five Business Days after such notice would otherwise be deemed to have been received pursuant to this Section 5.9.

Section 5.10 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. Upon such a determination, the parties hereto agree to negotiate in good faith to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. If any provision of this Agreement is so broad as to be unenforceable, such provision will be interpreted to be only so broad as it is enforceable.

Section 5.11 Expenses. Except as provided in Section 2.3 and Article III, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 5.12 Interpretation. The rules of interpretation set forth in Section 12.1(b) of the Purchase Agreement shall apply to this Agreement, *mutatis mutandis*.

Section 5.13 No Inconsistent Agreements; Most Favored Nations. The Company is not currently a party to any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights the terms of which are on parity with or senior to, or inconsistent with, the registration rights granted to the Holders pursuant to this Agreement. The Company shall not enter into any agreement with respect to its securities (a) that is inconsistent with or violates the rights granted to the Holders by this Agreement, (b) that would allow any holder or prospective holder of any securities of the Company to include such securities in any Underwritten Offering or registration giving rights to the rights under Section 1.8 unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that their inclusion would not reduce the amount of the Registrable Securities of the Holders included therein or (c) on terms otherwise more favorable than this Agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first above written.

LIMELIGHT NETWORKS, INC.

By: /s/ Robert Lyons
Name: Robert Lyons
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first above written.

COLLEGE TOP HOLDINGS, INC.

By: /s/ Monica Mijaleski
Name: Monica Mijaleski
Title: Chief Financial Officer and Treasurer

DEFINED TERMS

The following capitalized terms have the meanings indicated:

"**Adverse Disclosure**" means public disclosure of material non-public information that, in the good faith judgment of the Company (after consultation with legal counsel): (i) would be required to be made in any registration statement filed with the SEC by the Company so that such registration statement would not be materially misleading; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such registration statement; and (iii) the Company has a *bona fide* business purpose for not disclosing publicly.

"**Affiliates**" shall have the meaning given to such term in the Stockholders Agreement.

"**Automatic Shelf Registration Statement**" means an "automatic shelf registration statement" as defined under Rule 405.

"**Business Day**" means any day except a Saturday, a Sunday or other day on which the SEC or banks in the City of New York are authorized or required by law to be closed.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and any successor statute thereto, and the rules and regulations of the SEC promulgated thereunder.

"**FINRA**" means the Financial Industry Regulatory Authority, Inc.

"**Legal Proceeding**" means any claim, action, charge, lawsuit, litigation, audit, investigation, arbitration or other similar legal proceeding brought by or pending before any governmental authority, arbitrator or other tribunal

"**Long-Form Registration Statement**" means a registration statement on Form S-1 or any similar long-form registration statement.

"**Marketed Underwritten Offering**" means any Underwritten Offering that includes a customary "road show" or other marketing efforts by the Company and the underwriters, which for the avoidance of doubt, shall not include block trades.

"**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity, including a governmental authority.

"**register**", "**registered**" and "**registration**" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement or the automatic effectiveness of such registration statement, as applicable.

"**Registrable Securities**" means, as of any date of determination, (x) any shares of Common Stock held by a Holder, including any shares of Common Stock hereafter acquired by any Holder pursuant to subsequent issuances by the Company pursuant to the Purchase Agreement and (y) any other securities issued or issuable with respect to any such shares of Common Stock by way of share split, share dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. As to any particular Registrable Securities, once issued, such securities shall cease to be Registrable Securities when (i) such securities are sold or otherwise transferred pursuant to an effective registration statement under the Securities Act, (ii) such securities shall have ceased to be outstanding, (iii) such securities have been transferred in a transaction in which the Holder's rights under this Agreement are not assigned to the transferee of the securities, (iv) such securities are sold in a broker's transaction under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act are met, (v) such securities are eligible to be resold in a broker's transaction under Rule 144 without regard to Rule 144's volume and manner of sale restrictions and the Holder, collectively with its Affiliates, holds less than 3% of the Company's then-outstanding shares of Common Stock and has no representative on the Company's board of directors or (vi) such securities have been sold or transferred by any Holder thereof pursuant to Rule 144 (or any similar provision then in force under the Securities Act) and the transferee thereof does not receive "restricted securities" as defined in Rule 144. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities, and the Registrable Securities will be deemed to be in existence, whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person will be entitled to exercise the rights of a holder of Registrable Securities hereunder.

"**Registration Expenses**" means all expenses incident to the Company's performance of or compliance with this Agreement, including all (i) registration, qualification and filing fees; (ii) expenses incurred in connection with the preparation, printing and filing under the Securities Act of any registration statement, prospectus and issuer free writing prospectus and the distribution thereof; (iii) the fees and expenses of the Company's counsel and independent accountants (including the expenses of any comfort letters or costs associated with the delivery by the Company's independent certified public accountants of comfort letters customarily requested by underwriters); (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Common Stock under the state or foreign securities or blue sky laws and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable fees and expenses of counsel); (v) the costs and charges of any transfer agent and any registrar; (vi) all expenses and application fees incurred in connection with any filing with, and clearance of an offering by, FINRA; (vii) printing expenses, messenger, telephone and delivery expenses; (viii) internal expenses of the Company (including all salaries and expenses of employees of the Company performing legal or accounting duties); (ix) fees and expenses of listing any Registrable Securities on any securities exchange on which shares of Common Stock are then listed; (x) the costs and expenses of the Company relating to the analyst and investor presentations or any "road show" undertaken in connection with the registration and/or marketing of the Registrable Securities; and (xi) reasonable, documented out-of-pocket fees and expenses of one outside legal counsel to the Holders retained in connection with registrations and offerings contemplated hereby; *provided*, *however*, that the Company shall only be responsible for the fees and expenses of each such outside legal counsel up to an amount not to exceed $50,000 per registration or offering. For the avoidance of doubt, Registration Expenses shall not be deemed to include any Selling Expenses.

"**Registration Statement**" means any registration statement of the Company filed or to be filed with the SEC under the rules and regulations promulgated under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, and including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"**Rule 144**" means Rule 144 promulgated under the Securities Act and any successor provision.

"**Rule 405**" means Rule 405 promulgated under the Securities Act and any successor provision.

"**Rule 462(e)**" means Rule 462(e) promulgated under the Securities Act and any successor provision.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended, and any successor statute thereto, and the rules and regulations of the SEC promulgated thereunder.

"**Selling Expenses**" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the securities registered by the Holders and the fees and expenses of any accountants or other persons (except as set forth in the definition of "Registration Expenses") retained or employed by the Holders.

"**Shelf Registration Statement**" means the Resale Shelf Registration Statement or a Subsequent Shelf Registration Statement, as applicable.

"**Stockholders Agreement**" means that certain Stockholders Agreement, dated as of the date hereof, by and between the Company and College Top Holdings.

"**Underwritten Offering**" means a registered offering in which securities of the Company are sold to one or more underwriters on a firm commitment basis for reoffering to the public, including through a block trade or a bought deal.

"**WKSI**" means a "well-known seasoned issuer" as defined under Rule 405.

The following terms are defined in the Sections of the Agreement indicated:

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EXHIBIT B

JOINDER TO REGISTRATION RIGHTS AGREEMENT

This **JOINDER** (this "Joinder") to the Registration Rights Agreement, dated as of June 15, 2022 (the "**Agreement**"), by and between Limelight Networks, Inc., a Delaware corporation (the "**Company**"), and College Top Holdings, Inc., a Delaware corporation ("**College Top Holdings**"), is made and entered into as of [●], 20[●] by and between the Company and [●] ("Holder"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Holder has acquired [●] shares of Common Stock from College Top Holdings (or its successor or permitted transferee) in accordance with the Stockholders Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. Agreement to be Bound. Holder hereby (i) acknowledges that Holder has received and reviewed a complete copy of the Agreement and (ii) agrees that upon execution of this Joinder, Holder shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement applicable to College Top Holdings (or its successor or permitted transferee).

2. Counterparts; Facsimile Signatures. This Joinder may be executed in one or more counterparts (including by facsimile or electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

3. Governing Law. This Joinder shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the date first set forth above.

LIMELIGHT NETWORKS, INC.

By: _____
Name: [●]
Title: [●]

[_____]

By: _____
Name: [●]
Title: [●]

TRANSITION AGREEMENT
And
EMPLOYMENT AGREEMENT AMENDMENT

This Transition Agreement and Employment Agreement Amendment ("Agreement") is effective as of June 15, 2022 (the "Effective Date") by and between Christine Cross ("Executive") and Limelight Networks, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party").

RECITALS

A. The Company and Executive entered into that certain Employment Agreement dated as of May 11, 2020 (the "Employment Agreement"). Employee and the Company also entered into an At-will Employment, Confidential Information Invention Assignment and Arbitration Agreement dated on or around May 11, 2020 (the "Inventions Agreement"), and an Indemnification Agreement (the "Indemnity Agreement").

B. The Company intends Executive will remain an employee until July 15, 2022 (the "Separation Date"), and Employee is delivering this Agreement in accordance with Section 8(a) of the Employment Agreement.

C. The Parties also intend to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Executive may have against the Company, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or termination of her employment with the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Executive agree as follows:

1. Definitions. The following terms will have the meanings set forth below. The capitalized terms not otherwise defined herein will have the meaning set forth in the Employment Agreement.

    a. Transition Period means the period beginning on the Effective Date and ending on the earlier to occur of (i) the Separation Date or (ii) the date upon which this Agreement is terminated for Cause.

    b. Equity Awards means all stock options ("Options") and restricted stock units ("RSUs") granted to Executive and currently outstanding as of the Effective Date.

2. Performance of Duties During Transition Period. During the Transition Period, Executive will be reasonably available to assist in the transition of her duties and

responsibilities, as requested by the Chief Executive Officer. Executive's employment will terminate at the conclusion of the Transition Period.

3. Separation upon Conclusion of Transition Period.

a. Benefits During the Transition Period. During the Transition Period, Executive will continue to receive:

i. her current Base Salary paid in accordance with normal payroll practices;

ii. benefits or compensation as provided under the terms of any executive benefit and compensation agreements or plans applicable to Executive;

iii. continued vesting of Equity Awards in accordance with their terms and conditions;

iv. unreimbursed business expenses required to be reimbursed to Executive; and

v. rights to indemnification Executive may have under the Company's Certificate of Incorporation, Bylaws, this Agreement, and/or the Indemnity Agreement, as applicable.

b. Contingent Benefits Following the Transition Period. Executive will further receive, commencing immediately following the end of the Transition Period:

i. continued payment of Executive's Base Salary (subject to applicable tax withholdings) for twelve (12) months from the Separation Date, such amounts to be paid in accordance with the Company's normal payroll policies;

ii. the actual earned annual cash incentive, if any, payable to Executive for 2022, multiplied by 0.537 (which represents the prorated portion of the year between January 1, 2022 and the Separation Date);

iii. 5,326 RSUs currently scheduled to vest on September 1, 2022 (the "September RSUs") shall continue to vest on such date; and

iv. reimbursement for premiums paid for continued health benefits for Executive (and any eligible dependents) under the Company's health plans until the earlier of (A) twelve (12) months after the Separation Date, payable when such premiums are due (provided Executive validly elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA")), or (B) the date upon which Executive and Executive's eligible dependents become covered under similar

plans. Executive acknowledges that she will not receive any payment for accrued and unused vacation and waives any right thereto that may exist.

Subject to IRC section 409A, the cash incentive described in subsection (ii) above will be paid in a lump sum on the later of (a) the date on which the Company makes the final payment to participants of the 2022 Management Bonus Plan, but in no event will be paid later than March 15, 2023, or (b) within seven (7) days following the effective date of the Release referenced in Section 6 below. Any amounts above will only be paid following the effective date of the Release referenced in Section 6 below. Executive acknowledges that she will not receive any payment for accrued and unused vacation and waives any right thereto that may exist.

4. Equity Awards. All Equity Awards unvested as of the end of the Separation Date will be forfeited on that date, provided that the September RSUs shall remain outstanding and vest in accordance with Section 3(b)(iii) above, unless this Agreement is terminated for Cause prior to the Separation Date or Executive breaches Section 6 below. Executive will be entitled to exercise outstanding vested Options until the first to occur of: (i) the date that is six (6) months following the Separation Date, or (ii) the applicable scheduled expiration date of such award as set forth in the award agreement. For purposes of clarity, the term "expiration date" shall be the scheduled expiration of the option agreement and not the period that Executive shall be entitled to exercise such option.

5. Termination for Cause. If Executive is terminated for Cause prior to the Separation Date, then Executive shall forfeit all of the benefits set forth in Sections 3(b) and 4.

6. Releases of Claims. The receipt of any benefits pursuant to Sections 3(b) and 4 is subject to and conditioned upon Executive signing, on the Separation Date, and not revoking a release of claims in the form attached hereto as Exhibit A and honoring all continuing covenants in this Agreement, the Employment Agreement (including without limitation the provisions of section 8 thereof), and the Inventions Agreement.

7. Amendment of Employment Agreement. This Agreement amends the Employment Agreement and supersedes the Employment Agreement to the extent provisions between the documents are inconsistent, and in particular, this Agreement supersedes the provisions of section 7 of the Employment Agreement regarding severance benefits. For the avoidance of doubt, if Executive is entitled to any benefits under this Agreement, Executive shall not be entitled to any different or additional benefits under the Employment Agreement. The provisions of the Employment Agreement that are not amended or superseded by this Agreement are applicable to, and incorporated into, this Agreement, including sections 15, 16, and 18 through 25 of the Employment Agreement.

8. Integration. This Agreement, together with the Employment Agreement, Inventions Agreement, Indemnity Agreement and the forms of equity award agreements that

describe Executive's outstanding Equity Awards, represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral.

9. Notices. Section 13 of the Employment Agreement, Notices, is amended to include the following updated address for notices to the Company:

2220 West 14th Street
Tempe, Arizona 85281
Attn: Chief Legal Officer

If to Executive:
Last residential address provided by Executive to the Company's HR Department

In witness whereof, this Agreement has been signed as of the day and year first above written.

COMPANY:
LIMELIGHT NETWORKS, INC.

/s/ Robert Lyons — Date: June 15, 2022
Robert Lyons, Chief Executive Officer

EXECUTIVE:

/s/ Christine Cross — Date: June 15, 2022
Christine Cross

Exhibit A

[***]

Exhibit 99.1

LIMELIGHT COMPLETES ACQUISITION OF YAHOO'S EDGECAST; COMBINED COMPANY REBRANDS AS EDGIO CREATING A GLOBAL LEADER IN EDGE-ENABLED SOLUTIONS

Poised for growth with the most complete edge native solution to deliver the fastest web applications on the planet, in a high growth $40 billion market

Improved profitability underwritten by greater than $50 million of run-rate cost synergies and meaningful revenue diversification

Stronger balance sheet and Board with Apollo Funds/Yahoo's investment

Tempe, Arizona, June 16, 2022 – Edgio, Inc. (Nasdaq: EGIO), the globally-scaled software solutions provider powering secure seamlessly integrated delivery, applications and streaming experiences at the edge, today announced the successful completion of Limelight's acquisition of Edgecast. The combined company will operate as Edgio, delivering significantly increased scale and scope with diversified revenue across products, clients, geographies and channels, and an expanded total addressable market of $40 billion.

Edgio solutions combine the power of the world's best performing edge platform with the most complete set of capabilities for web applications, APIs and video content – continuing on its strategy to improve profitability and growth. Edgio now delivers about 20% of the world's internet traffic from instant-loading websites to high-demand content for 20,000 leading digital companies such as Amazon, Sony, Kate Spade, Microsoft, Sun TV, Verizon, Disney, TikTok and Twitter.

"In a world where digital workloads and their consumers are increasingly distributed, the ability for companies to deliver exceptional digital experiences requires them to more productively build faster and safer solutions for their customers at the edge. Today marks a meaningful step in our ability to address this need. Edgio now boasts the most complete edge-native web application and API solution, best-in-class streaming and delivery capabilities – all running on the world's most performant globally-scaled edge network. These unique capabilities create a robust platform for growth and profitability," said Bob Lyons, CEO of Edgio.

Strategic Operational Scale

Edgio's global edge platform delivers a capacity of more than 200 Tbps, more than 300 global PoPs and more than 7,000 ISP connections. Powered by this foundation, Edgio AppOps securely delivers the fastest web applications and APIs on the planet, while also being the most complete solution with natively integrated developer tools, multi-layered security and network. Edgio Delivery and Edgio Streaming offer the most comprehensive set of solutions for the OTT industry from workflow management, processing, analytics, and live event support and delivery, offering unparalleled options for the outcome buyer.

Growth and Profitability

Building on this platform, Edgio will immediately improve its revenue profile to include a balance of both usage based and SaaS like margin profiles. The expansion of cross- and up-sell opportunities coupled with increased channel capabilities support planned growth improvements. On a pro-forma basis, the largest client will be approximately 13% of revenue, with no other client exceeding 10%.

Profitability will benefit from annual run-rate cost synergies of greater than $50 million, including approximately $30-35 million of COGs related to colocation and internet peering expenses, and approximately $15-20 million of operating expense savings. Edgio expects to achieve approximately half of the $50 million in synergies in the first two quarters after closing. Additionally, the $30 million cash investment by Apollo Funds further strengthens the balance sheet to support continued growth initiatives.

Based on these drivers, Edgio will continue building growth and profitability momentum in the near term toward its longer term strategic target of a balanced rule-of-40 performance.

“Edgio stands to be a recognized leader in delivering digital solutions natively at the edge, and Apollo is very excited to participate in this shared vision,” said Apollo Partner Reed Rayman, who will join the company’s board of directors. “We believe Edgio can quickly become the recognized go-to partner to power edge native digital solutions for businesses seeking to deliver faster and safer digital experiences for their customers.”

Financial Outlook

Management intends to provide a combined financial outlook for calendar year 2022 in conjunction with the release of its second quarter 2022 financial results.

Board of Directors

Edgio’s board of directors will be reshaped to better align with the needs of a growth-oriented, profitable and globally-scaled technology company. The addition of Reed Rayman and E-Fei Wang from Apollo signal their strong belief in Edgio’s future and provide tremendous strategic and operational expertise. In addition, Edgio welcomes Dianne Ledingham, a seasoned technology executive and strategy leader to the board. Dianne has more than 30 years of experience helping companies unlock enterprise value as an Advisory Partner in Bain’s Customer Strategy & Marketing Practice, and Bain’s Telecommunications, Media and Technology (TMT) practices.

“We will continue building a board and management team with the technology, operations and strategy skills required to support the company we are quickly becoming. Our board and management is committed to the belief that our ability to deliver high performance and innovation benefits from bringing together diversified perspectives and experiences,” said Bob Lyons, CEO of Edgio.

Transaction Details at Close

In connection with the sale, Yahoo received approximately 80.8 million shares of Limelight common stock, valuing Edgecast at approximately $300 million based on the 30-day trailing VWAP of approximately $4.12. The purchase price included a $30 million cash investment into Edgio by Apollo and its co-investors, through their ownership of Yahoo as well as preliminary net working capital adjustments, which includes the prepayment of certain expenses by Yahoo. Yahoo can also receive up to an additional 12.7 million shares of Edgio, representing up to $100 million of additional deal consideration, over the period ending on the third anniversary of the closing of the transaction, subject to the achievement of share-price targets. Edgio stockholders own approximately 66.8% of the combined company, or approximately 63.5% under the assumption that Edgio achieves all share price targets under the conditional consideration agreement, while Yahoo will own approximately 33.2% or 36.5%, respectively.

Advisors

Goldman Sachs & Co. LLC served as financial advisor to Edgio, and Goodwin Procter LLP served as legal counsel. Evercore and RBC Capital Markets, LLC served as financial advisors to Edgecast and the Apollo Funds, and Paul, Weiss, Rifkind, Wharton & Garrison LLP served as legal counsel.

About Edgio

Edgio (NASDAQ: EGIO) is an edge-enabled software solutions provider powering unmatched, secure digital experiences through a seamlessly integrated delivery, applications and streaming platform. Our globally-scaled technology and expert services fuel the world's top brands with the capacity to deliver the fastest, most dynamic, and frictionless education, entertainment, events and applications to every user. Dedicated to providing unparalleled client care and extending value every step of the way, Edgio is a partner of choice, driving about 20% of worldwide internet traffic to support the most popular shows, movies, sports, games and music, and instant-loading websites. To learn more, visit edg.io and follow us on Twitter, Linkedin and Facebook.

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