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): April 30, 2010

LIMELIGHT NETWORKS, 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)

2220 W. 14th Street
Tempe, AZ 85281
(Address, including zip code, of principal executive offices)

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

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

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

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

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

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

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

(c) The Board of Directors (the "Board") of Limelight Networks, Inc. (the "Company") appointed John J. Vincent, 38, to serve as the Chief Executive Officer of EyeWonder, a Limelight Networks business, effective on April 30, 2010, pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated December 21, 2009, by and among the Company, Elvis Merger Sub One Corporation, a Delaware corporation and a direct, wholly-owned subsidiary of the Company, Elvis Merger Sub Two LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of the Company, EyeWonder, Inc. ("EyeWonder"), Mr. Vincent, as stockholder representative and Deutsche Bank National Trust, as Escrow Agent.

Mr. Vincent co-founded EyeWonder and served as a director of EyeWonder from December 1999 to April 2010. He served as EyeWonder's Chief Executive Officer from December 1999 through October 2004, and from March 2006 to April 2010. Before founding EyeWonder, he served as Executive Officer and Director of Sales for Magellan Marketing, Inc., a privately held, national outdoor media company. Mr. Vincent founded Telluride Real Estate Corporation in September 1997, a real estate holding company specializing in long-term holdings of single- and multi-family residential dwellings. Mr. Vincent founded Captive Concepts, Inc., an arena advertising and place-based media company, in July 1995. While with Captive Concepts, he led the development of the business through capital investments, business plan development, client solicitation and staff development. Mr. Vincent graduated from Vanderbilt University with a B.A. in Psychology and concentrations in Economics and Pre-Medicine.

On December 21, 2009, the Company entered into an Employment Agreement with Mr. Vincent (the "Employment Agreement"), which was effective on April 30, 2010. The Employment Agreement provides that Mr. Vincent will serve as Chief Executive Officer of EyeWonder, a Limelight Networks business, at a base salary of $250,000 annually. Mr. Vincent is eligible to receive annual cash incentives payable for the achievement of the Company, business unit or individual performance goals as established or approved by the Board. Pursuant to the terms of the Employment Agreement, on April 30, 2010 Mr. Vincent received a grant of 750,000 restricted stock units covering shares of the Company's common stock. One-sixteenth (1/16th) of the restricted stock units will vest on July 1, 2010, and one-sixteenth (1/16th) of the restricted stock units will vest on each March 1, June 1, September 1 and December 1 thereafter until such time as all restricted stock units have vested, subject to Mr. Vincent's continued service through each vesting date. In the event of a change of control, as defined in the Employment Agreement, 50% of Mr. Vincent's outstanding equity awards will immediately vest. If Mr. Vincent is terminated by the Company without cause, as defined in the Employment Agreement, and such termination is not in connection with a change of control, as defined in the Employment Agreement, Mr. Vincent will receive: (i) a lump sum payment equal to ninety (90) days of his base salary, (ii) 25% of his earned bonus, with such amount pro-rated based on the date of termination, and (iii) reimbursement for premiums paid for continued health benefits for Mr. Vincent and his eligible dependents for no longer than ninety (90) days. If Mr. Vincent's employment is terminated due to Mr. Vincent's disability, as defined in the Employment Agreement, Mr. Vincent will receive a payment equal to ninety (90) days of his base salary. If Mr. Vincent's employment is terminated by the Company without cause or if he terminates his employment for good reason, as defined in the Employment Agreement, and in either event such termination is in connection with a change of control, then Mr. Vincent will receive: (i) a lump sum payment equal to ninety (90) days of his base salary, (ii) a payment equal to 25% of his target annual incentive for the year of his termination, (iii) 100% vesting of his outstanding equity awards, and (iv) reimbursement for premiums paid for continued health benefits for Mr. Vincent and his eligible dependents for no longer than ninety (90) days. Any severance benefits discussed above will be payable only upon Mr. Vincent executing, and not revoking, a release of claims in favor of the Company, and Mr. Vincent's continued compliance with the provisions of a non-competition agreement entered into between the Company and Mr. Vincent, as further described below. A complete copy of the Employment Agreement is furnished herewith as Exhibit 99.1 and is incorporated herein by reference. The foregoing description of the terms of the Employment Agreement is qualified in its entirety by reference to such Exhibit.

On December 21, 2009, the Company entered into a non-competition agreement with Mr. Vincent, which was effective on April 30, 2010. The agreement provides, among other things, that for a period of thirty-six (36) months, Mr. Vincent will not engage in any business, operations, activities and/or services on behalf of or in connection with a competitor, as defined in the non-competition agreement, anywhere in the restricted territory, as defined in the non-competition agreement. A complete copy of the non-competition agreement with Mr. Vincent is furnished herewith as Exhibit 99.2 and is incorporated herein by reference. The foregoing description of the terms of the non-competition agreement is qualified in its entirety by reference to such Exhibit.

(d) Pursuant to the Merger Agreement, the Company agreed to increase the size of the Board from eight to ten members immediately following the effective time of the merger, and to appoint Mr. Vincent and Thomas Falk, 31, to fill the newly created vacancies.

On April 30, 2010 the Company completed its acquisition of EyeWonder and Mr. Vincent, formerly the Chief Executive Officer of EyeWonder and Chairman of the EyeWonder Board of Directors, and Mr. Falk, formerly a member of the EyeWonder Board of Directors, were each appointed to the Board effective on April 30, 2010, to serve until their respective successors are duly elected or qualified. Mr. Vincent was appointed as a Class II director and Mr. Falk was appointed as a Class I director. The Company intends to enter into an indemnification agreement with each of Mr. Vincent and Mr. Falk, in the same form as the indemnification agreements the Company has entered into with other members of the Board.

As a result of his appointment to the Board, on April 30, 2010 Mr. Falk received 52,500 restricted stock units covering shares of the Company's common stock. One-sixteenth (1/16th) of the restricted stock units will vest on July 1, 2010, and one-sixteenth (1/16th) of the restricted stock units will vest on each March 1, June 1, September 1 and December 1 thereafter until such time as all restricted stock units have vested, subject to Mr. Falk's continued service through each vesting date.

Mr. Falk served as a director of EyeWonder from September 2009 to April 2010. Mr. Falk is a principal of VEST Europe GmbH. He founded Falk eSolutions AG, which became a pan-European provider of ASP online ad-serving solutions. After expanding Falk eSolutions into the U.S., Falk eSolutions was purchased by DoubleClick in 2006. Mr. Falk served as DoubleClick's managing director for Europe until Google's acquisition of DoubleClick in 2007. Mr. Falk is the Chief Executive Officer of eValue, a venture firm focused on Internet technology start-up companies focused on new and digital media. In 2008, Mr. Falk helped to found the German online video network smartclip AG, which now is owned by smartclip Holdings AG, and operates in other European countries and in the U.S. Mr. Falk also is the founding investor of United Mail Solutions, a European email marketing solutions provider.

On April 13, 2010, the Company entered into a European Expansion Consulting Agreement with eValue AG, a corporation under the laws of the Federal Republic of Germany, and Mr. Falk (the "Consulting Agreement"), which was effective on April 30, 2010. Under the terms of the Consulting Agreement, Mr. Falk will provide consulting services to the Company, including providing assistance in integration efforts and recruiting. The Company may terminate the Consulting Agreement upon fourteen (14) days written notice to Mr. Falk and may terminate the Consulting Agreement immediately and without notice if Mr. Falk is unable to perform the services required by the Consulting Agreement or is in breach of any material provision of the Consulting Agreement. On April 30, 2010, Mr. Falk received a grant of 197,500 restricted stock units covering shares of the Company's common stock. One-sixteenth (1/16th) of the restricted stock units will vest on July 1, 2010, and one-sixteenth (1/16th) of the restricted stock units will vest on each March 1, June 1, September 1 and December 1 thereafter until such time as all restricted stock units have vested, subject to Mr. Falk's continued service through each vesting date. A complete copy of the Consulting Agreement is furnished herewith as Exhibit 99.3 and is incorporated herein by reference. The foregoing description of the terms of the Consulting Agreement is qualified in its entirety by reference to such Exhibit.

On April 13, 2010, the Company entered into a non-competition agreement with Mr. Falk, which was effective on April 30, 2010. The agreement provides, among other things, that for a period commencing on April 30, 2010 and ending at the later of (i) nine (9) months after April 30, 2010, (ii) nine (9) months after the termination of his services under the Consulting Agreement, or (iii) nine (9) months after the termination of his engagement as a member of the Board, Mr. Falk will not engage in any business that competes with the business, as defined in the non-competition agreement, anywhere in the restricted territory, as defined in the non-competition agreement. A complete copy of the non-competition agreement with Mr. Falk is furnished herewith as Exhibit 99.4 and is incorporated herein by reference. The foregoing description of the terms of the non-competition agreement is qualified in its entirety by reference to such Exhibit.

Pursuant to the Merger Agreement, each of Mr. Vincent, The Vincent Family Trust and VEST Europe GmbH, of which Mr. Falk is a principal, entered into a restriction agreement with the Company and may only dispose of their shares of the Company's common stock acquired in the merger in accordance with the terms of the restriction agreement. Generally, the restrictions lapse ratably over a twelve month period after April 30, 2010, subject to certain exceptions. A complete copy of the form of restriction agreement is furnished herewith as Exhibit 99.5 and is incorporated herein by reference. The foregoing description of the terms of the restriction agreement is qualified in its entirety by reference to such Exhibit.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On April 30, 2010, the Company held a special meeting of stockholders in order for the Company's stockholders to consider and vote upon the issuance of shares of the Company's common stock in the merger of Elvis Merger Sub One Corporation with and into EyeWonder as contemplated by the Merger Agreement (the "Special Meeting"). A total of 85,227,561 shares of the Company's common stock were entitled to vote as of March 31, 2010, the record date for the Special Meeting. There were 67,575,206 shares present in person or by proxy at the Special Meeting, at which the stockholders were asked to vote on two proposals. Approval of each proposal required the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy. Set forth below are the proposals acted upon by the stockholders at the Special Meeting, and the final voting results of each such proposal:

Proposal No. 1. To consider and vote upon the issuance of shares of Limelight common stock in the merger of Elvis Merger Sub One Corporation with and into EyeWonder as contemplated by the Merger Agreement.

The results of the vote were as follows:

For	Against	Abstaining	Broker Non-Votes
66,466,508	1,105,556	3,142	0

Proposal No. 2. To consider and vote upon an adjournment of the Limelight special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1.

The results of the vote were as follows:

For	Against	Abstaining	Broker Non-Votes
64,248,348	3,317,531	9,327	0

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
99.1	Employment Agreement between the Registrant and John Vincent dated December 21, 2009.
99.2	Non-Competition Agreement between the Registrant and John Vincent dated December 21, 2009.
99.3	European Expansion Consulting Agreement among the Registrant, eValue AG and Thomas Falk dated April 13, 2010.
99.4	Non-Competition Agreement between the Registrant and Thomas Falk dated April 13, 2010.
99.5	Form of Restriction Agreement.

SIGNATURES

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

LIMELIGHT NETWORKS, INC.

Dated: May 6, 2010

By: /s/ Philip C. Maynard
Philip C. Maynard
Senior Vice President, Chief Legal Officer and Secretary

EXHIBIT INDEX

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99.4	Non-Competition Agreement between the Registrant and Thomas Falk dated April 13, 2010.
99.5	Form of Restriction Agreement.

Exhibit 99.1

EXECUTION COPY

LIMELIGHT NETWORKS, INC.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "**Agreement**") is entered into as of December 21, 2009 (the "**Effective Date**"), by and between Limelight Networks, Inc. (the "**Company**") and John Vincent ("**Employee**"). Company and Employee may be collectively referred to herein as the "**Parties.**"

1. Duties and Scope of Employment.

(a) Positions and Duties. Effective upon the Closing Date (as that term is defined in the Agreement and Plan of Merger dated December 21, 2009) of the acquisition of EyeWonder, Inc. ("**EyeWonder**") by the Company (the "**Effective Date**"), the Company shall employ Employee as Chief Executive Officer, EyeWonder, a Limelight Networks Company, reporting to the Company's Chief Executive Officer ("**CEO**"). Employee will render such business and professional services as are consistent with Employee's position and as shall be reasonably assigned to him.

(b) Obligations. As Chief Executive Officer, EyeWonder, a Limelight Networks Company, Employee agrees to devote his full business efforts and time to performing the duties of Chief Executive Officer, EyeWonder, a Limelight Networks Company, which shall include the normal duties, responsibilities, functions and authority of an employee in such position, and will render such additional business and professional services in the performance of Employee's duties, consistent with Employee's position within the Company, as will reasonably be assigned to Employee by the CEO. Employee will use good faith efforts to discharge his obligations under this Agreement to the best of his ability and in accordance with each of the Company's policies and procedures, including without limitation, the Company's code of conduct, conflict of interest policies and such other policies and procedures as the Company may adopt from time to time. Employee agrees not to actively engage in any other employment, occupation, or consulting activity for any direct or indirect remuneration without the prior approval of the CEO (which approval will not be unreasonably withheld); provided, however, that Employee may, without the approval of the CEO, (i) serve in any capacity with any civic, educational, professional, industry or charitable organization and (ii) make minority investments in and serve in a non-executive capacity on the boards of other companies so long as in each such case (a) Employee does not make minority investments in or serve on any board that the Company reasonably considers to be a competitor and (b) any such activities do not conflict with or unreasonably interfere with Employee's obligations to the Company.

2. At-Will Employment. Employee's employment with the Company is for an unspecified duration and constitutes "at-will" employment. The Parties acknowledge that this employment relationship may be terminated at any time, upon written notice to the other party, with or without good cause or for any or no cause, at the option either of the Company or Employee. However, as

described in this Agreement, Employee may be entitled to severance benefits depending upon the circumstances of Employee's termination of employment.

3. Compensation.

(a) Base Salary. Commencing with the Effective Date, the Company will pay Employee an annual salary of $250,000 as compensation for Employee's services (such annual salary, as is then effective, to be referred to herein as "**Base Salary**"). Employee's Base Salary for 2010 will remain consistent with past practices and beginning in 2011 will be subject to annual review (subject to the provisions of Section 10(d)(ii) of this Agreement). The Base Salary will be paid periodically in accordance with the Company's normal payroll practices and will be subject to the usual, required withholdings.

(b) Annual Incentive. Employee will be eligible to receive annual cash incentives payable for the achievement of Company, business unit or individual performance goals as established or approved by the Board of Directors of the Company (the "**Board**") or by the Compensation Committee of the Board (the "**Committee**"). The acquisition of EyeWonder will not affect bonus eligibility requirements or performance targets currently approved and adopted by EyeWonder for 2009. Employee will also be eligible to participate in any bonus program applicable to Employee's position that is approved or adopted by the Board of Directors of the EyeWonder business unit and ratified by the Company for the year 2010, but for 2011 the CEO will recommend to the Company's Compensation Committee that Employee's bonus target for 2011 be not less than $150,000. For subsequent calendar years, Employee's target annual incentive ("**Target Annual Incentive**") will be determined by the Committee. The actual earned annual cash incentive, if any, payable to Employee for any performance period will depend upon the extent to which applicable performance goal(s) specified by the Committee are achieved. Any annual cash incentives earned pursuant to this Section 3(b) will be paid to Employee as soon as reasonably practicable following the date on which such annual cash incentives are earned, but in no event will be paid later than March 15 of the year following the year in which such annual cash incentives are earned.

(c) Equity Award.

(i) Employee will receive a grant of 750,000 restricted stock units (the "**RSUs**") covering shares of the Company's common stock. The RSUs will be granted pursuant to the Company's 2007 Equity Incentive Plan (the "**Plan**") and an equity agreement between Employee and the Company and will be scheduled to vest in equal quarterly installments over a period of four (4) years commencing on the Closing Date, subject to Employee's continued service to the Company through each vesting date. In addition, Employee may from time to time be issued stock options or other equity awards under the Plan or successor plan(s). Such equity awards, together with the RSUs are referred to in this Agreement as the Equity Awards. Except as provided in this Agreement, the Equity Awards will be subject to the Company's standard terms and conditions for Equity Awards granted under the Plan or such predecessor or successor plan under which such Equity Award was or may be issued.

(ii) Acceleration upon Change of Control. In the event of a Change of Control, 50% of Employee's then outstanding unvested Equity Awards will immediately vest.

4. Employee Benefits.

(a) Generally. Employee will be eligible to participate in accordance with the terms of all Company employee benefit plans, policies and arrangements that are applicable to other officers of the Company, as such plans, policies and arrangements may exist from time to time.

(b) Vacation. Employee will be entitled to receive paid annual vacation in accordance with Company policy for other officers, but with vacation accrual of not less than four (4) weeks per year.

5. Expenses. The Company will reimburse Employee for reasonable travel, entertainment and other expenses, and for professional association fees and continuing education expenses, incurred by Employee in the furtherance of the performance of Employee's duties hereunder. All reimbursements to Employee by the Company pursuant to this Section 5 shall be in accordance with the Company's expense reimbursement policy as in effect from time to time.

6. Termination of Employment. In the event Employee's employment with the Company terminates for any reason, Employee will be entitled to any (a) unpaid Base Salary accrued up to the effective date of termination; (b) unpaid, but earned and accrued annual incentive for any completed fiscal year as of his termination of employment; (c) pay for accrued but unused vacation; (d) benefits or compensation as provided under the terms of any employee benefit and compensation agreements or plans applicable to Employee; (e) unreimbursed business expenses required to be reimbursed to Employee; and (f) rights to indemnification Employee may have under the Company's Certificate of Incorporation, Bylaws, this Agreement, and/or separate indemnification agreement, as applicable. In the event Employee's employment with the Company terminates for any reason (other than Cause), Employee will be entitled to exercise any outstanding vested stock options for a period of three months following the later of such termination of employment or the date upon which Employee ceases to provide any other services to the Company or any of its affiliates, whether as a director, independent contractor or otherwise, but in no event later than the applicable scheduled expiration date of such award (in the absence of any termination of employment) 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 Employee shall be entitled to exercise such option. In addition, if the termination is by the Company without Cause, due to Employee's Disability or Employee resigns for Good Reason, Employee will be entitled to the amounts and benefits specified in Section 7.

7. Severance.

(a) Termination Without Cause other than in Connection with a Change of Control. If Employee's employment is terminated by the Company without Cause and such termination is not in Connection with a Change of Control, then, subject to Section 8, Employee will receive: (i) a lump sum cash payment equal to 90 days of his Base Salary (subject to applicable tax withholdings) (the "**Severance Payment**"); (ii) 25% of the actual earned cash incentive, if any, payable to Employee for the current year, pro-rated to the date of termination, with such pro-rated amount to be calculated by multiplying the current year's Target Annual Incentive by a fraction with a numerator equal to the number of days inclusive between the start of the current calendar year and the date of

termination and a denominator equal to 365, such amounts to be paid at the same time as similar bonus payments are made to the Company's other Employee officers, and (iii) reimbursement for premiums paid for continued health benefits for Employee (and any eligible dependents) under the Company's health plans until the earlier of (A) ninety (90) days, payable when such premiums are due (provided Employee validly elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**")), or (B) the date upon which Employee and Employee's eligible dependents become covered under similar plans. For purposes of clarity, the Committee shall determine, in good faith, the extent to which any cash incentive has been earned by Employee.

(b) Termination due to Disability. If Employee's employment is terminated by the Company due to Employee's Disability, then, subject to Section 8, Employee will receive the Severance Payment.

(c) Termination Without Cause or Resignation for Good Reason in Connection with a Change of Control. If Employee's employment is terminated by the Company without Cause or by Employee for Good Reason, and the termination is in Connection with a Change of Control, then, subject to Section 8, Employee will receive: (i) the Severance Payment; (ii) a lump sum cash payment equal to 25% of Employee's Target Annual Incentive for the year in which termination occurs (subject to applicable tax withholding); (iii) the vesting of 100% of Employee's then outstanding Equity Awards, and (iv) reimbursement for premiums paid for continued health benefits for Employee (and any eligible dependents) under the Company's health plans until the earlier of (A) ninety (90) days, payable when such premiums are due (provided Employee validly elects to continue coverage under COBRA), or (B) the date upon which Employee and Employee's eligible dependents become covered under similar plans.

8. Conditions to Receipt of Severance/Acceleration.

(a) Separation Agreement and Release of Claims. The receipt of the Severance Payment or other benefits pursuant to Section 7 will be subject to: (1) Employee's signing, not revoking, and complying in all respects with an agreement satisfactory to the Company in which Employee generally and unilaterally releases the Company, its affiliates and agents, and their respective successors and assigns, from all known and unknown claims, including a provision prohibiting disparagement of the Company, its successors and assigns, and their respective officers and employees (the "**Separation Agreement**") and (2) the Separation Agreement's becoming effective and irrevocable not later than sixty (60) days following Employee's termination date (such deadline, the "**Release Deadline**"). No severance or other benefits pursuant to Section 7 will be paid or provided until the Separation Agreement becomes effective. If the Separation Agreement does not become effective by the Release Deadline, Employee will forfeit any rights to severance or benefits under this Agreement. Any severance payments or benefits under this Agreement that would be considered Deferred Compensation Severance Benefits (as defined in Section 32), will be paid on the earlier of the third business day after the date the Separation Agreement becomes effective and irrevocable or on the sixty-first (61st) day following your termination of employment, or, if later, such time as required by Section 32.

(b) Continuing Obligations Under This Agreement. The receipt of any severance or other benefits pursuant to Section 7 shall also be subject to Employee's fully performing and honoring all of his continuing obligations under this Agreement.

(c) Non-Competition/Non-Solicitation. The receipt of any severance or other benefits pursuant to Sections 3 and 7 shall also be subject to Employee's honoring each of the covenants contained in the Non-Competition Agreement between Employee and the Company dated December 21, 2009.

(d) No Duty to Mitigate. Employee will not be required to mitigate the amount of any severance payment contemplated by this Agreement, nor will any earnings that Employee may receive from any other source reduce any such severance payment.

9. Excise Tax. In the event that the benefits provided for in this Agreement constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and will be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then Employee's severance benefits payable under the terms of this Agreement will be either (a) delivered in full, or (b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Employee on an after-tax basis, of the greatest amount of severance benefits. Any reduction in payments and/or benefits required by this Section 9 will occur in the following order: (1) reduction of cash payments; (2) reduction of vesting acceleration of equity awards; and (3) reduction of other benefits paid or provided to Employee. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant for Employee's equity awards. If two (2) or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis.

10. Definitions.

(a) Cause. For purposes of this Agreement, "**Cause**" will mean:

(i) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations under this Agreement or otherwise relating to the business of Company;

(ii) Repeated or habitual neglect of Employee's duties or responsibilities or failure or refusal to carry out the legitimate assignments given Employee by his supervisor, CEO or the Board;

(iii) Any act of personal dishonesty taken by Employee in connection with his responsibilities as an employee of the Company with the intention or reasonable expectation that such action may result in the substantial personal enrichment of Employee;

(iv) Employee's conviction of, or plea of guilty or *nolo contendre* to, a felony that the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business;

(v) A breach of any fiduciary duty owed to the Company by Employee that has a material detrimental effect on the Company's reputation or business;

(vi) Employee being found liable in any Securities and Exchange Commission or other civil or criminal securities law action or entering any cease and desist order with respect to such action (regardless of whether or not Employee admits or denies liability);

(vii) Employee (A) obstructing or impeding; (B) endeavoring to obstruct, impede or improperly influence, or (C) failing to materially cooperate with, any investigation authorized by the Board or any governmental or self-regulatory entity (an "**Investigation**"). However, Employee's failure to waive attorney-client privilege relating to communications with Employee's own attorney in connection with an Investigation will not constitute "**Cause**"; or

(viii) Employee's disqualification or bar by any governmental or self-regulatory authority from serving in the capacity contemplated by this Agreement or Employee's loss of any governmental or self-regulatory license that is reasonably necessary for Employee to perform his responsibilities to the Company under this Agreement, if (A) the disqualification, bar or loss continues for more than thirty (30) days, and (B) during that period the Company uses its good faith efforts to cause the disqualification or bar to be lifted or the license replaced. While any disqualification, bar or loss continues during Employee's employment, Employee will serve in the capacity contemplated by this Agreement to whatever extent legally permissible and, if Employee's employment is not permissible, Employee will be placed on leave (which will be paid to the extent legally permissible).

(b) Change of Control. For purposes of this Agreement, "**Change of Control**" will mean the occurrence of any of the following events:

(i) The consummation by the Company of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(ii) The approval by the stockholders of the Company, or if stockholder approval is not required, approval by the Board, of a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than Goldman Sachs & Co and its related funds and entities, becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities.

(c) Disability. For purposes of this Agreement, "**Disability**" will mean Employee's absence from his responsibilities with the Company on a full-time basis for 120 calendar days in any consecutive twelve (12) month period as a result of Employee's mental or physical illness or injury coupled with a medical determination that such mental or physical illness or injury renders Employee unable to continue to perform the duties of his position with the Company.

(d) Good Reason. For purposes of this Agreement, "**Good Reason**" means the occurrence of any of the following without Employee's express written consent and following the expiration of any cure period (as discussed below):

(i) A material reduction of Employee's duties, authority, or responsibilities, relative to Employee's duties, authority, or responsibilities in effect immediately prior to such reduction, provided that a change of title that does not also involve a significant reduction of Employee's duties, position, or responsibilities will not constitute "**Good Reason**";

(ii) A material reduction in Employee's Base Salary or Target Annual Incentive as in effect immediately prior to such reduction. Notwithstanding the foregoing, a onetime reduction that also is applied to substantially all other Employee officers of the Company and which one-time reduction reduces the Base Salary or Target Annual Incentive by a percentage reduction of 10% or less in the aggregate will not constitute "**Good Reason**";

(iii) A material change in geographic location at which Employee must perform services (that is, the relocation of Employee to a facility or location more than thirty-five (35) miles from Atlanta, Georgia);

(iv) Any material breach by the Company of any material contractual obligation owed Employee pursuant to this Agreement (including, without limitation, the failure of the Company to obtain the assumption of this Agreement by a successor).

Employee will not resign for Good Reason without first providing the Company with written notice within ninety (90) days of the event that Employee believes constitutes "**Good Reason**" specifically identifying the acts or omissions constituting the grounds for Good Reason and a reasonable cure period of not less than thirty (30) days.

(e) In Connection with a Change of Control. For purposes of this Agreement, a termination of Employee's employment with the Company is "**in Connection with a Change of Control**" if Employee's employment is terminated within three (3) months prior to the execution of an agreement that results in a Change of Control or twelve (12) months following a Change of Control.

11. Indemnification. Subject to applicable law, Employee will be provided indemnification to the maximum extent permitted by the Company's Certificate of Incorporation or Bylaws, including, if applicable, any directors and officers insurance policies, with such indemnification to be on terms determined by the Board or any of its committees, but on terms no less favorable than provided to other Company executive officers or directors and subject to the terms of any separate written indemnification agreement.

12. Confidential Information.

(a) Company Information. Employee agrees at all times during his employment with the Company and thereafter, to hold in the strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President or the Board of Directors of the Company, any Company Confidential Information. Employee understands that his unauthorized use or disclosure of Company Confidential Information during his employment will lead to disciplinary action, up to and including immediate termination and legal action by the Company. Employee understands that "**Company Confidential Information**" means any non-public information that relates to the actual or anticipated business, research or development of the Company, or to the Company's technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which Employee called or with which Employee may become acquainted during the term of his employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information; provided, however Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of Employee's or of others.

(b) Former Employer Information. Employee agrees that during his employment with the Company, Employee will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Employee further agrees that Employee will not bring onto the premises of the Company or transfer onto the Company's technology systems any unpublished document, proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both Company and such employer, person or entity.

(c) Third Party Information. Employee recognizes that the Company may have received and in the future may receive from third parties associated with the Company, *e.g.*, the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**") their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. Employee agrees at all times during his employment with the Company and thereafter, to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such Associated Third Parties. Employee understands that his unauthorized use or disclosure of Associated Third Party Confidential Information during his employment will lead to disciplinary action, up to and including immediate termination and legal action by the Company.

13. Inventions.

(a) Inventions Retained and Licensed. Employee has attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, and trade secrets, which were conceived in whole or in part by Employee prior to his employment with the Company to which Employee has any right, title or interest, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, Employee represents and warrants that there are no such Prior Inventions. Furthermore, Employee represents and warrants that the inclusion of any Prior Inventions from Exhibit A of this Agreement will not materially affect his ability to perform all obligations under this Agreement. If, in the course of his employment with the Company, Employee incorporates into or uses in connection with any product, process, service, technology or other work by or on behalf of Company any Prior Invention, Employee hereby grants to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.

(b) Assignment of Inventions. Employee agrees that he will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all his right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Employee is in the employ of the Company (including during his off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information, except as provided in Section 13.E below (collectively referred to as "**Inventions**"). Employee further acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of his employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. Employee understands and agrees that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to Employee as a result of the Company's efforts to commercialize or market any such Inventions.

(c) Maintenance of Records. Employee agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.

(d) Patent and Copyright Registrations. Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or

necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. Employee further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Employee's mental or physical incapacity or for any other reason to secure Employee's signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by Employee.

(e) Exception to Assignments. Employee understands that the provisions of this Agreement requiring assignment of Inventions to the Company shall not apply to any invention that Employee has developed entirely on his own time without using the Company's equipment, supplies, facilities, trade secret information or Confidential Information except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work that Employee performed for the Company. Employee will advise the Company promptly in writing of any inventions that Employee believes meet the foregoing criteria and are not otherwise disclosed on Exhibit A.

14. Conflicting Employment.

A. Current Obligations. Employee agrees that during the term of his employment with the Company, Employee will not engage in or undertake any other employment, occupation, consulting relationship or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will Employee engage in any other activities that conflict with his obligations to the Company.

B. Prior Relationships. Without limiting Section 13.A, Employee represents that Employee has no other agreements, relationships or commitments to any other person or entity that conflict with his obligations to the Company under this Agreement or his ability to become employed and perform the services for which Employee is being hired by the Company. Employee further agrees that if Employee has signed a confidentiality agreement or similar type of agreement with any former employer or other entity, Employee will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. Employee represents and warrants that after undertaking a careful search (including searches of his computers, cell phones, electronic devices and documents), Employee has returned all property and confidential information belonging to all prior employers. Moreover, in the event that the Company or any of its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor or successor corporations, or assigns is sued based on any obligation or agreement to which Employee is a party or is bound, Employee agrees to fully indemnify the Company, its

directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by the Company (the indemnitee) in the event that it is the subject of any legal action resulting from any breach of Employee's obligations under this Agreement, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action.

15. Returning Company Documents. Upon separation from employment with the Company or on demand by the Company during his employment, Employee will immediately deliver to the Company, and will not keep in his possession, recreate or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by Employee pursuant to his employment with the Company, obtained by him in connection with his employment with the Company, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 13.C. Employee also consents to an exit interview to confirm his compliance with this Section 15.

16. Termination Certification. Upon separation from employment with the Company, Employee agrees to immediately sign and deliver to the Company the "**Termination Certification**" attached hereto as Exhibit B. Employee also agrees to keep the Company advised of his home and business address for a period of three (3) years after termination of his employment with the Company, so that the Company can contact him regarding his continuing obligations under this Agreement.

17. Notification of New Employer. In the event that Employee leaves the employ of the Company, Employee hereby grants consent to notification by the Company to his new employer about his obligations under this Agreement.

18. Conflict of Interest Guidelines. Employee agrees to diligently adhere all to policies of the Company including the Company's insider trading policies and the Conflict of Interest Guidelines attached as Exhibit C hereto, which may be revised from time to time during his employment.

19. Representations. Employee agrees to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. Employee represents that his performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by him in confidence or in trust prior to his employment by the Company. Employee hereby represents and warrants that Employee has not entered into, and Employee will not enter into, any oral or written agreement in conflict herewith.

20. Audit. Employee acknowledges that Employee has no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, or documents that are used to conduct the business of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to Employee, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. Employee understands that Employee is not permitted to add any unlicensed, unauthorized or non-compliant applications to the Company's technology systems and that Employee shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or web sites. Employee understands that it is his responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone and technology systems to which Employee will have access in connection with his employment.

21. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Employee upon Employee's death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Employee to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of Employee's right to compensation or other benefits will be null and void. This Section 21 will in no way prevent Employee from transferring any vested property he owns.

22. Notices. All notices, requests, demands and other communications called for hereunder will be in writing and will be deemed given (a) on the date of delivery if delivered personally; (b) one (1) day after being sent overnight by a well-established commercial overnight service, or (c) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company:

2220 W 14th Street
Tempe, Arizona 85281
Attn: Director of Human Resources

If to Employee:

at the last residential address known by the Company.

23. Severability. It is the agreement and desire of the Parties that the provisions of this Agreement be enforced to the fullest extent possible. Accordingly, should any provision hereof

become or be declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision.

24. Arbitration. The parties agree that any and all disputes arising out of the terms of this Agreement, Employee's employment by the Company, Employee's service as an officer or director of the Company, or Employee's compensation and benefits, their interpretation and any of the matters herein released, will be subject to binding arbitration. In the event of a dispute, the parties (or their legal representatives) will promptly confer to select a single Arbitrator mutually acceptable to both parties. If the parties cannot agree on an Arbitrator, then the moving party may file a Demand for Arbitration with the American Arbitration Association ("**AAA**") in Phoenix, Arizona, who will be selected and appointed consistent with the AAA-Employment Dispute Resolution Rules. Any arbitration will be conducted in a manner consistent with AAA National Rules for the Resolution of Employment Disputes. The Parties further agree that the prevailing party in any arbitration will be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. **The parties hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury.** This paragraph will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of their dispute relating to Employee's obligations under this Agreement and the Confidential Information Agreement.

25. Integration. This Agreement, together with the Non-Competition Agreement and any equity award agreements that describe Employee'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. All prior agreements, conditions, practices, customs, usages and obligations between the Company and Employee or between EyeWonder and Employee, including any agreements, commitments or promises that may have been made to you by EyeWonder or the Company, are completely superseded and revoked, insofar as any such prior agreement, condition, practice, custom, usage or obligation might have given rise to any enforceable right. No waiver, amendment, alteration, or modification of any of the provisions of this Agreement will be binding unless in a writing and signed by duly authorized representatives of the parties hereto. In entering into this Agreement, no party has relied on or made any representation, warranty, inducement, promise, or understanding that is not in this Agreement. To the extent that any provisions of this Agreement conflict with those of any other agreement to be signed upon Employee's hire, the terms in this Agreement will prevail.

26. Waiver of Breach. The waiver of a breach of any term or provision of this Agreement, which must be in writing, will not operate as or be construed to be a waiver of any other previous or subsequent breach of this Agreement.

27. Survival. The rights and obligations of the parties to this Agreement will survive the termination of Employee's employment with the Company.

28. Headings. All captions and Section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

29. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

30. Governing Law. This Agreement will be governed by the laws of the State of Arizona without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than Arizona. To the extent that any lawsuit is permitted under this Agreement, Employee hereby expressly consents to the personal jurisdiction of the state and federal courts located in Arizona for any lawsuit filed against Employee by the Company. Subject to Section 24, each of the parties hereto: (1) irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Arizona, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, (2) agrees that process may be served upon them in any manner authorized by the laws of the state of Arizona for such persons, and (3) waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue in the state of Arizona and such process.

31. Acknowledgment. Employee acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

32. Code Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no severance payable to Employee, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A of the Code and the final regulations and any guidance promulgated thereunder ("**Section 409A**") (together, the "**Deferred Compensation Separation Benefits**") will be payable until Employee has a "separation from service" within the meaning of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, if Employee is a "specified employee" within the meaning of Section 409A at the time of Employee's termination (other than due to death), then the Deferred Compensation Separation Benefits that are payable within the first six (6) months following Employee's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Employee's separation from service. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Employee dies following Employee's separation from service but prior to the six (6) month anniversary of the separation, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Employee's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(c) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-l(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of clause (a) above.

(d) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that do not exceed the Section 409A Limit will not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above. For purposes of this Agreement, "**Section 409A Limit**" will mean the lesser of two (2) times: (i) Employee's annualized compensation based upon the annual rate of pay paid to Employee during the Company's taxable year preceding the Company's taxable year of Employee's termination of employment as determined under Treasury Regulation 1.409A-l(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Employee's employment is terminated.

(e) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Employee agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Employee under Section 409A.

33. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, in the case of the Company by a duly authorized officer, as of the day and year written below.

COMPANY:
LIMELIGHT NETWORKS, INC.

/s/ Philip C. Maynard
Philip C. Maynard, SVP & CLO

Date: 12/21, 2009

EMPLOYEE:

/s/ John Vincent
John Vincent

Date: 12-19, 2009

Exhibit A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

___ No inventions or improvements

___ Additional Sheets Attached

Signature of Employee: /s/ John Vincent
Print Name of Employee: John Vincent
Date: 12-19-09

Exhibit B

LIMELIGHT NETWORKS, INC.

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Limelight Networks, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Employment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Employment Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information including trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that I shall comply with the terms of the Non-Competition Agreement between me and the Company dated_____.

After leaving the Company's employment, I will be employed by _____ in the position of: _____.

_____

Signature of employee

_____

Print name

_____

Date

Address for Notifications: _____

Exhibit C

LIMELIGHT NETWORKS, INC.

CONFLICT OF INTEREST GUIDELINES

It is the policy of Limelight Networks, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "**Agreement**") is being executed and delivered as of December 21, 2009 by John Vincent ("**Stockholder**") in favor and for the benefit of Limelight Networks, Inc., a Delaware corporation ("**Parent**") (together the "**Parties**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, the Company, Elvis Merger Sub One Corporation, a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("**Merger Sub One**"), Elvis Merger Sub Two LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Parent ("**Merger Sub Two**" and together with Merger Sub One, the "**Merger Subs**"), John Vincent, as stockholder representative and Deutsche Bank National Trust, as Escrow Agent have entered into an Agreement and Plan of Merger of even date herewith (the "**Merger Agreement**"), which provides for, among other things, and as a single integrated transaction, the merger of Merger Sub One with and into the Company (the "**First Step Merger**") in accordance with the applicable provisions of the DGCL. As soon as practicable following the First Step Merger, Parent will cause the Company to merge with and into Merger Sub Two with Merger Sub Two continuing as the surviving entity (the "**Second Step Merger**" and, taken together with the First Step Merger, the "**Merger**");

WHEREAS, Stockholder is employed by the Company as its Chief Executive Officer;

WHEREAS, Stockholder has a substantial interest in the Company as the holder of a significant number of shares of the Company's capital stock, and, as a result of the Merger, Stockholder shall receive significant consideration in connection with the Merger;

WHEREAS, upon completion of the Merger, Stockholder shall be employed by the Company as Chief Executive Officer of Merger Sub Two;

WHEREAS, Parent and Stockholder mutually desire that the entire goodwill of the Company be transferred to Parent as part of the Merger and acknowledge that the parties explicitly considered the value of the goodwill transferred and it was valued as a component of the consideration of the Merger. Parent and Stockholder agree that Parent's failure to receive the entire goodwill contemplated by the Merger would have the effect of reducing the value of the Company to Parent;

WHEREAS, Parent and Stockholder both agree that, prior to the Merger, the Company's business consisted of the design, development, production, marketing and sales of products and services related to the Business (as defined below) in the Restricted Territory (as defined below), and Parent represents and Stockholder understands that, following the Merger, Parent will continue conducting the Business in the Restricted Territory; and

WHEREAS, as a condition and mutual inducement to the Merger, and to preserve the value and goodwill of the business being acquired by Parent after the Merger, the Merger

Agreement contemplates, among other things, that Stockholder shall enter into this Agreement and that this Agreement shall become effective at the Effective Time (as that term is defined in the Merger Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, Parent and Stockholder hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the Effective Time. This Agreement shall be null and void if the Merger is not consummated as contemplated in the Merger Agreement.

2. Non-competition. Stockholder acknowledges that in order to protect and preserve the value and goodwill of the business of the Company being transferred to Parent as part of the Merger, a post-termination employment restriction is reasonable, as without such a restriction, Stockholder's employment or engagement with one of the competitors identified herein would detrimentally, irreversibly, and immeasurably diminish the value and goodwill of the business of the Company. Thus, both to ensure that the value and goodwill related to the business of the Company being transferred to Parent as part of the Merger is protected and preserved, and to avoid the actual or threatened misappropriation of the Company's and Parent's trade secrets and confidential information, Stockholder agrees that during the period commencing on the Closing Date and ending on the 36-month anniversary of the Closing Date or the termination of Stockholder's employment with Parent or Merger Sub Two or any subsidiary thereof, whichever occurs later (or, in the event any reviewing court finds thirty-six (36) months to be overbroad and unenforceable, ending on the 24-month anniversary of the Closing Date or the termination of Stockholder's employment with Parent or Merger Sub Two or any subsidiary thereof, whichever occurs later) (or, in the event any reviewing court finds twenty-four (24) months to be overbroad and unenforceable, ending on the 12-month anniversary of the Closing Date or the termination of Stockholder's employment with Parent or Merger Sub Two or any subsidiary thereof, whichever occurs later) (the "**Non-Competition Period**"), Stockholder shall not (other than in connection with his employment services to Parent, Merger Sub Two, or any subsidiary thereof or their respective successors or assigns), without the prior written consent of Parent, directly or indirectly:

(a) engage, on his own behalf or on behalf of any other Person (as defined below), anywhere in the Restricted Territory (as defined below) in any business (including research and development), operations, activities and/or services on behalf of or in connection with a Competitor (as defined below);

(b) be or become an officer, director, stockholder, owner, affiliate, salesperson, co-owner, partner, trustee, promoter, technician, engineer, analyst, employee, agent, representative, supplier, contractor, consultant, advisor or manager of or to, or otherwise acquire or hold any interest in, or participate in or facilitate the financing, operation, management or control of, any Competitor in the Restricted Territory, including the promotion of investments in an entity which is a Competitor in the Restricted Territory;

(c) solicit or attempt to solicit any of the Company's customers for a Competitor, or in connection with a Competitor, including any attempts to obtain a confidential customer list or any other Company trade secrets; or

(d) provide any service (as an employee, consultant, or otherwise), product, support, or technology to any Competitor in the Restricted Territory;

As used herein, "Competitor" shall mean and include Akamai, Eyeblaster, Pointroll, the ad serving division of Google, CDNetworks, Level 3, the ad serving division of AT&T, the CDN division of AT&T, BitGravity, Edgecast, Admotion, Adrime, CheckM8, DGFastChannel (Unicast division), Interpolls, and the Atlas division of Microsoft Corporation and any Person (now existing or hereafter formed) engaged in Business that is directly competitive with the Business conducted by Eyewonder, Inc. as of the date of this Agreement.

Notwithstanding the foregoing, if Stockholder's employment as Chief Executive Officer of Merger Sub Two is terminated without Cause (as defined in the Employment Agreement), then the Non-Competition Period shall terminate on the date which is six (6) months after such date of termination. Notwithstanding the foregoing, if Stockholder's employment as Chief Executive Officer is terminated by his voluntary resignation in Connection with a Change of Control (as defined in the Employment Agreement), then the Non-Competition Period shall terminate on the date which is twelve (12) months after such date of termination.

Notwithstanding the foregoing, nothing in this Agreement shall prevent or restrict Stockholder from any of the following: (i) owning as a passive investment less than 1% of the outstanding shares of the capital stock of a corporation (whether public or private) that is engaged in a Competing Business and Stockholder is not otherwise associated with such corporation; (ii) performing speaking engagements and receiving honoraria in connection with such engagements; (iii) being employed by any government agency, college, university, or other non-profit research organization; (iv) owning a passive equity interest in a private debt or equity investment fund in which the Stockholder does not have the ability to control or exercise any managerial influence over such fund; (v) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity that is a Competitor, where (i) the particular division, subdivision, subsidiary, or business unit that employs Stockholder or for which Stockholder provides services or is associated with is not a Competitor, or (ii) the employment or services provided by Stockholder do not otherwise relate to a Competing Business Purpose; (vi) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity (including any actions or services provided in forming or developing any such entity) that is not a Competitor, but may do business with or otherwise perform services for a person or entity, or subsidiary, subdivision, division, or joint venture of such entity, as long as Stockholder's services are not related to a Competing Business Purpose, or (vii) any activity consented to in writing by Parent.

"**Business**" means the business of developing, designing, manufacturing, producing, marketing, publishing, or selling: (i) Content Delivery Network (CDN) services via a network of servers placed variously around the Internet with the goal of maximizing access to client data

and/or (ii) online management solutions for online creative agencies, online ad buy agencies, or online publishers.

"**Person**" means a natural person, corporation, partnership, or other legal entity, or a joint venture of two or more of the foregoing.

"**Restricted Territory**" means i) each and every country, province, state, city or other political subdivision of the United States and Canada; ii) each and every country, province, state, city or other political subdivision of the European Union; and iii) each and every country, province, state, city, or other political subdivision of the world in which the Company or any of its subsidiaries or affiliates is currently engaged in, currently plans to engage in, or engages in during the Non-Competition Period, a Competing Business Purpose.

3. Non-solicitation. To preserve the value and goodwill of the business of the Company being transferred to Parent as part of the Merger, Stockholder further agrees that during the period commencing on the Closing Date and ending on the 36-month anniversary of the Closing Date or the termination of Stockholder's employment with Parent or Merger Sub Two or any subsidiary thereof, whichever occurs later (or, in the event any reviewing court finds thirty-six (36) months to be overbroad and unenforceable, ending on the 24-month anniversary of the Closing Date or the termination of Stockholder's employment with Parent or Merger Sub Two or any subsidiary thereof, whichever occurs later) (or, in the event any reviewing court finds twenty-four (24) months to be overbroad and unenforceable, ending on the 12-month anniversary of the Closing Date or the termination of Stockholder's employment with Parent or Merger Sub Two or any subsidiary thereof, whichever occurs later) (the "**Non-Solicitation Period**"), Stockholder shall not, without the prior written consent of Parent, solicit, encourage, or take any other action, directly or indirectly, that is intended to induce or encourage, or has the effect of inducing or encouraging, any employee of Merger Sub Two or Parent, or any subsidiary of Merger Sub Two or Parent, to (i) leave his or her employment with Merger Sub Two or Parent, or any subsidiary of Merger Sub Two or Parent, or any of their respective successors or assigns or (ii) engage in any activity in which Stockholder would, under the provisions of **Section 2** hereof, be prohibited from engaging. Notwithstanding the foregoing, for purposes of this Agreement, the placement of general advertisements that may be targeted to a particular geographic or technical area but that are not specifically targeted toward employees of Merger Sub Two or Parent or any subsidiary of Merger Sub Two or Parent or their respective successors or assigns, shall not be deemed to be a breach of this **Section 3**.

4. Severability of Covenants. The covenants contained in **Section 2** hereof shall be construed as a series of separate covenants, one for each country, province, state, city or other political subdivision of the Restricted Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in **Section 2** hereof. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then Parent, Merger Sub Two and Stockholder agree that such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of **Section 2** or **Section 3** are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then Parent, Merger Sub Two and Stockholder

agree that such provisions shall be reformed to the maximum time, geographic, or scope limitations, as the case may be, permitted by applicable law.

5. Independence of Obligations. The covenants and obligations of Stockholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Stockholder, on the one hand, and Parent, Merger Sub Two, or any subsidiary of Parent or Merger Sub Two, on the other.

6. Stockholder Acknowledgements. Stockholder acknowledges that (i) Stockholder has a substantial interest in the Company as the holder of a significant number of shares of the Company's capital stock and, as the Company's Chief Executive Officer, is a key and significant member of the management of the Company; (ii) the goodwill associated with the existing business, customers, and assets of the Company prior to the Merger is an integral component of the value of the Company to Parent and is reflected in the consideration payable to Stockholder in connection with the Merger, and (iii) Stockholder's agreement as set forth herein is necessary for the protection of the legitimate business interests of Parent in the Merger and to preserve the value and goodwill of the Company for Parent following the Merger.

Stockholder also acknowledges and agrees that the limitations of time, geography, and scope of activity agreed to in this Agreement are reasonable because, among other things: (A) the Company and Parent are engaged in a highly competitive industry, (B) Stockholder has had unique access to the trade secrets and know-how of the Company and Parent, including, without limitation, the plans and strategy (and, in particular, the competitive strategy) of the Company and Parent, (C) Stockholder has accepted employment with Parent in connection with the Merger on terms that Stockholder believes are favorable to him, (D) by virtue of his employment with the Parent, Stockholder will have access to Parent's trade secrets and know how, including Parent's plans and strategy (and, in particular, Parent's competitive strategy), (E) in the event Stockholder's employment with Parent or Merger Sub Two ended, Stockholder believes he would be able to obtain suitable and satisfactory employment without violation of this Agreement; (F) Stockholder believes that this Agreement provides no more protection than is reasonably necessary to protect Parent's legitimate interest in the goodwill, trade secrets, and confidential information of the Company, (G) Stockholder has no current intention of engaging in a Competing Business Purpose within the area and the time limits set forth in this Agreement, and (H) Stockholder's obligations under this Agreement (and the enforcement thereof) will not prevent him from earning a livelihood

Stockholder further acknowledges and agrees that (i) the execution and delivery and continuation in force of this Agreement is a material inducement to Parent to execute the Merger Agreement and is a mandatory condition precedent to the closing of the Merger, without which Parent would not close the transactions contemplated by the Merger Agreement; (ii) breach of this Agreement will be such that Parent will not have an adequate remedy at law because of the unique nature of the operations and assets being conveyed to Parent; and (iii) execution of this Agreement shall not limit Parent's or Merger Sub Two's employee policies, including, without limitation, the provisions set forth in Parent's and Merger Sub Two's confidentiality and proprietary information agreements.

Stockholder further acknowledges and agrees that (i) Stockholder is subject to Parent's confidential information and trade secret protection policies and agrees to comply with such policies, (ii) Stockholder's obligations under this Agreement shall remain in effect if Stockholder's employment with Parent is terminated for any or no reason, and (iii) during the Non-Competition Period, prior to becoming an employee or partner of or consultant to any Person, Stockholder will provide written notice of such employment, partnership, or consultancy to Parent and provide such Person with an executed copy of this Agreement. Stockholder agrees that the Non-Competition Period shall be tolled during any period of violation of the covenants contained in **Section 2** and the Non-Solicitation Period shall be tolled during any period of violation of the covenants contained in **Section 3**.

7. Arbitration and Equitable Relief.

(a) The Parties agree that any and all disputes arising out of, or relating to, the terms of this Agreement, their interpretation, and any of the matters herein released, shall be subject to binding arbitration in Maricopa County before the American Arbitration Association under its Commercial Rules. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The Parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs. **The Parties hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury.** This section will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of their dispute relating to Employee's obligations under this Agreement and the agreements incorporated herein by reference.

(b) STOCKHOLDER HAS READ AND UNDERSTANDS THIS **SECTION 7**, WHICH DISCUSSES ARBITRATION. STOCKHOLDER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, STOCKHOLDER AGREES, TO THE EXTENT PERMITTED BY LAW, TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF STOCKHOLDER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES REFERRED TO IN SECTION 7(A) ABOVE.

8. Remedy. Stockholder acknowledges and agrees that (a) the rights of Parent under this Agreement are of a specialized and unique character and that immediate and irreparable damage will result to Parent if Stockholder fails to or refuses to perform his obligations under this Agreement and (b) Parent may, in addition to any other remedies and damages available, obtain an injunction to restrain any such failure or refusal. No single exercise of the foregoing remedies shall be deemed to exhaust Parent's right to such remedies, but the right to such remedies shall continue undiminished and may be exercised from time to time as often as Parent may elect.

9. Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent hereunder may have, whether at law, in

equity, by contract, or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of Stockholder hereunder, are in addition to their respective rights, remedies, obligations, and liabilities under the law of unfair competition, misappropriation of trade secrets, and the like. This Agreement does not limit Stockholder's obligations or the rights of Parent (or any affiliate of Parent) under the terms of any other agreement between Stockholder and Parent or any affiliate of Parent.

10. Termination of Employment. Stockholder's obligations under this Agreement shall not be eliminated or diminished by the termination of Stockholder's employment with Parent, Merger Sub Two, the Company, or any of their subsidiaries, as the case may be, for any reason, including as a result of Stockholder's resignation.

11. Notices. All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, telecopied, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the respective parties at the following address:

(a) if to Parent or Merger Sub Two, to:

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

Attention: Philip C. Maynard
SVP & CLO

Telephone No.: (602) 850-5000
Facsimile No.: (602) 850-5001

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

Wilson Sonsini Goodrich & Rosati, Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
Attention: Mark Reinstra
Telephone No.: (650) 493-9300
Facsimile No.: (650) 493-6811

(b) if to Stockholder, to the address for notice set forth on Stockholder's signature page hereto

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

Kilpatrick Stockton LLP
1100 Peachtree Street, NE
Suite 2800
Atlanta, GA 30309-4530
Attention: W. Benjamin Barkley
Facsimile No.: (404) 541-3121

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

12. Severability. If any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity of enforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

13. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. Subject to **Section 7,** each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Arizona, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the state of Arizona for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue in the state of Arizona and such process.

14. Waiver. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

15. Captions. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, shall not affect in any way the meaning of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

16. Entire Agreement. This Agreement, and the other agreements referred to herein, set forth the entire understanding of Stockholder and Parent relating to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between any of such parties relating to the subject matter hereof (but does not in any way merge or supersede the Merger Agreement or any other agreement executed in connection with the Merger Agreement, including the Stockholder's employment agreement with Parent). Stockholder understands and agrees that he has had an opportunity to seek his own counsel in his review of this Agreement.

17. Amendments. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of Parent and Stockholder.

18. Assignment. This Agreement and all obligations hereunder are personal to Stockholder and may not be transferred or assigned by Stockholder at any time. Parent may assign its rights under this Agreement to any entity in connection with any merger or sale or transfer of all or substantially all of Parent's assets.

19. Binding Nature. Subject to **Section 18,** this Agreement will be binding upon Stockholder and Stockholder's representatives, executors, administrators, estate, heirs, successors and assigns, and will inure to the benefit of Parent and its successors and assigns.

20. Counterpart Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

[*remainder of page intentionally left blank*]

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

"STOCKHOLDER"

By: /s/ John Vincent
John Vincent

Address: 1293 Hayes Dr.
Smyrna GA 30080

Telephone: 404 663 1419
Fax:

"PARENT"

LIMELIGHT NETWORKS, INC.
a Delaware corporation

/s/ Philip C. Maynard
Philip C. Maynard
SVP & CLO

LIMELIGHT NETWORKS, INC.

EUROPEAN EXPANSION CONSULTING AGREEMENT

This Consulting Agreement (this ***"Agreement")*** is made and entered into as of April 13, 2010 (the ***"Effective Date")*** by and between Limelight Networks, Inc., a Delaware corporation with its principal place of business at Tempe, Arizona (the ***"Company"),*** and eValue AG, a corporation under the laws of the Federal Republic of Germany ***("Consultant"),*** and Thomas Falk, an individual (***"Falk"***), together with Consultant with their business address at Kennedydamm 1, 40476 Düsseldorf (each herein referred to individually as a ***"Party,"*** or collectively as the ***"Parties").***

Effective upon the Closing Date (as that term is defined in the Agreement and Plan of Merger dated December 21, 2009 of the acquisition of EyeWonder, Inc. ***("EyeWonder")*** by the Company (the ***"Effective Date"),*** the Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services. Consultant will assign Falk with the performances, on the terms described below. Falk hereby accepts this assignment. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Services and Compensation

Consultant shall perform the services described in **Exhibit A** (the ***"Services")*** for the Company (or its designee), and the Company agrees to pay Consultant the compensation described in **Exhibit A** for Consultant's performance of the Services.

2. Confidentiality

A. ***Definition of Confidential Information. "Confidential Information"*** means any non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries, or to the Company's, its affiliates' or subsidiaries' technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's, its affiliates' or subsidiaries' products or services and markets therefore, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant's then-contemporaneous written records.

B. ***Nonuse and Nondisclosure.*** During and after the term of this Agreement, Consultant and Falk will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant and Falk will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) disclose the Confidential Information to any third party

without the prior written consent of an authorized representative of Company. Consultant may disclose Confidential Information to the extent compelled by applicable law; *provided however,* prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant and Falk agree that no ownership of Confidential Information is conveyed to the Consultant or Falk. Without limiting the foregoing, neither Consultant nor Falk shall use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Consultant and Falk agree that their obligations under this Section 2.B shall continue after the termination of this Agreement.

C. ***Other Client Confidential Information.*** Falk and Consultant agree that they will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer of Consultant or Falk, or of any other person or entity with which Consultant or Falk has an obligation to keep in confidence. Consultant and Falk also agree that they will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. ***Third Party Confidential Information.*** Falk and Consultant recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Falk and Consultant agree that at all times during the term of this Agreement and thereafter. Consultant and Falk owe the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

3. (Omitted)

4. Conflicting Obligations

A. Consultant and Falk represents and warrants that as of the date of this Agreement they have no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's or Falk's obligations to the Company under this Agreement, and/or Consultant's or Falk's ability to perform the Services. Neither Consultant nor Falk will enter into any such conflicting agreement during the term of this Agreement. Notwithstanding the foregoing, none of the relationships between the Consultant and/or Falk on the one hand and any of the entities listed in **Exhibit B,** whether established in the past or in the future, shall constitute a breach under this Agreement.

B. In light of the unique and specialized nature of Consultant's services, Consultant shall have the right to subcontract the performance of any Services to other persons or entities other than Falk only with the prior written permission of the Company. In the event the Company authorizes Consultant to subcontract the performance of any Services, Consultant shall require all Consultant's employees, contractors, or other third-parties performing Services under this Agreement to execute a Confidential Information and Assignment Agreement in a form acceptable to the Company, and promptly provide a copy of each such executed agreement to the Company. Consultant's material violation of this Article 4 will be considered a material breach under Section 7.B.

5. Return of Company Materials

Upon the termination of this Agreement, or upon Company's earlier request, Consultant and Falk will immediately deliver to the Company, and will not keep in their possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to this Agreement and any reproductions of any of the foregoing items that Consultant or Falk may have in their possession or control.

6. Reports

Consultant and Falk agree that they will periodically keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and Consultant agree that the reasonable time expended in preparing such written reports will be considered time devoted to the performance of the Services.

7. Term and Termination

A. ***Term.*** The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the earlier of (i) final completion of the Services or (ii) termination as provided in Section 7.B.

B. ***Termination.*** The Company may terminate this Agreement upon giving Consultant fourteen (14) days prior written notice of such termination pursuant to Section 13.G. of this Agreement. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

C. ***Survival.*** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Article 1 of this Agreement; and

(2) Article 2 (Confidentiality), Section 4 (Conflicting Obligations), Article 55 (Return of Company Materials), Article 7 (Term and Termination), Article 8 (Independent Contractor; Benefits), Article 9 (Indemnification), Article 10 (Non Solicitation), 10), Article 11 (Limitation of Liability), Article 12 (Arbitration and Equitable Relief), and Article 13 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

8. Independent Contractor; Benefits

A. ***Independent Contractor.*** It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not

authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in **Exhibit A**. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

B. ***Benefits.*** The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company where benefits include, but are not limited to, paid vacation, sick leave, medical insurance and 401k participation. If Consultant is reclassified by a state or federal agency or court as the Company's employee, Consultant will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company's benefit plans or programs of the Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

9. Indemnification

Consultant and Falk agree to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees, contractors or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant's assistants, employees, contractors or agents of any of the covenants contained in this Agreement and corresponding Confidential Information and Invention Assignment Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the inventions or other deliverables of Consultant under this Agreement.

10. Nonsolicitation

To the fullest extent permitted under applicable law, from the date of this Agreement until the later of (x) 9 months after the Closing Date (y) 9 months after the termination of this Agreement, or (z) 12 months after the termination of his engagement as a member of the board of the Company (the "***Restricted Period***"), Neither Consultant nor Falk will, without the Company's prior written consent, directly or indirectly through third parties actively solicit any of the Company's employees (including employees of any subsidiary of Company) to leave their employment, or attempt to solicit employees of the Company, either for Consultant or for any other person or entity. Consultant and Falk agree that nothing in this Article 10 shall affect their continuing obligations under this Agreement during and after the Restricted Period, including, without limitation, their obligations under Article 2. This restriction does not apply to former employees who have left the employment of the Company prior to any solicitation. . This restriction also does not apply to newspaper ads or similar general advertisements of positions available issued by affiliates of Consultant and not targeted or directed to employees of the Company.

11. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER

ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

12. Arbitration and Equitable Relief

A. ***Arbitration.*** IN CONSIDERATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH COMPANY, ITS PROMISE TO ARBITRATE ALL DISPUTES RELATED TO CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY AND CONSULTANT'S RECEIPT OF THE COMPENSATION AND OTHER BENEFITS PAID TO CONSULTANT BY COMPANY, AT PRESENT AND IN THE FUTURE, CONSULTANT AND FALK AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE), WHETHER BROUGHT ON AN INDIVIDUAL, GROUP, OR CLASS BASIS, ARISING OUT OF, RELATING TO, OR RESULTING FROM CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF CONSULTANT'S CONSULTING RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN ARIZONA CODE OF CIVIL PROCEDURE (THE ***"ACT"***) AND PURSUANT TO ARIZONA LAW. THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. **DISPUTES WHICH CONSULTANT AND FALK AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, CLAIMS OF HARASSMENT, DISCRIMINATION AND WRONGFUL TERMINATION AND ANY STATUTORY OR COMMON LAW CLAIMS.** CONSULTANT FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONSULTANT.

B. ***Procedure.*** CONSULTANT AND FALK AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (***"JAMS"***) PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE ***"JAMS RULES"***). THEY AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. THEY AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. THEY ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY

LAW. THEY AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. THEY AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH ARIZONA LAW, INCLUDING THE ARIZONA CODE OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL ARIZONA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH ARIZONA LAW, ARIZONA LAW SHALL TAKE PRECEDENCE. THEY FURTHER AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN MARICOPA COUNTY, ARIZONA.

C. ***Remedy***. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN CONSULTANT OR FALK AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER CONSULTANT, FALK NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

D. ***Availability of Injunctive Relief***. THE PARTIES AGREE THAT ANY PARTY MAY ALSO PETITION THE COURT FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF ANY AGREEMENT REGARDING INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION, NON-COMPETITION, OR NONINTERFERENCE. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

E. ***Administrative Relief***. CONSULTANT UNDERSTANDS THAT EXCEPT AS PERMITTED BY LAW THIS AGREEMENT DOES NOT PROHIBIT CONSULTANT FROM PURSUING CERTAIN ADMINISTRATIVE CLAIMS WITH LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODIES OR GOVERNMENT AGENCIES SUCH AS THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR THE NATIONAL LABOR RELATIONS BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE CONSULTANT FROM PURSUING COURT ACTION REGARDING ANY ADMINISTRATIVE CLAIMS, EXCEPT AS PERMITTED BY LAW.

F. ***Voluntary Nature of Agreement***. CONSULTANT AND FALK ACKNOWLEDGE AND AGREE THAT THEY ARE EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. THEY FURTHER ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND THAT THEY HAVE ASKED ANY QUESTIONS NEEDED TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***THEY ARE WAIVING RIGHT TO A JURY TRIAL***. FINALLY, CONSULTANT AGREES THAT HE HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONSULTANT'S CHOICE BEFORE SIGNING THIS AGREEMENT.

13. Miscellaneous

A. ***Governing Law; Consent to Personal Jurisdiction***. This Agreement shall be governed by the laws of the State of Arizona, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly

consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Arizona.

B. ***Assignability.*** This Agreement will be binding upon Consultant's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. ***Entire Agreement.*** With the exception of the Non-Competition Agreement between the Parties dated as of the date of this Agreement, this Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties and between EyeWonder and Consultant. Consultant represents and warrants that he is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

D. ***Headings.*** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. ***Severability.*** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. ***Modification, Waiver.*** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. ***Notices.*** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 13.G.

(1) If to the Company, to:
Limelight Networks, Inc.
2220 W. 14th Street
Tempe, AZ 85281

Attention: Philip C. Maynard
SVP&CLO

Telephone No.: (602) 850-4815
Facsimile No.: (602) 850-4915

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

Wilson Sonsini Goodrich & Rosati, Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
Attention: Mark Reinstra
Telephone No.: (650)493-9300
Facsimile No.: (650)493-6811

H. if to Consultant and/or Falk, to the address for notice set forth on Consultant's signature page hereto

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

Holme Roberts & Owen Germany, LLP
Attn. Jens Roehrborn
Rosental 4, 80331 Munich/Germany
Telephone No.: +49 (89) 383 9800
Facsimile No.: +49 (89) 383 980 99

(1) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

I. ***Attorneys' Fees.*** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

J. *Signatures.* This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

(*signature page follows*)

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

CONSULTANT

By: /s/ Jens Roehrborn

Name: Jens Roehrborn

Title: CIO

Address for Notice:

eValue AG, Kennedyallee 1,

40476 Duesseldorf

FALK

By: /s/ Thomas Falk

Name: Thomas Falk

Title: CEO

Address for Notice:

c/o eValue AG, Kennedyallee 1,

40476 Duesseldorf

LIMELIGHT NETWORKS, INC.

By: /s/ Doug Lindroth

Name: Doug Lindroth

Title: CFO

EXHIBIT A

SERVICES AND COMPENSATION

1. ***Contact.*** Consultant's principal Company contact:

Name: eValue AG, Kennedydamm 1, 40476 Düsseldorf, Germany

Title of Falk CEO

Email of Falk: falk@evalue.de

Phone of Falk: +49 177 604 5678

2. ***Services.*** The Services will include, but will not be limited to, the following:

A. Introducing Limelight and the EyeWonder business unit to existing and prospective key customers and partners;

B. Assisting in the recruitment and retention of key EMEA managers;

C. Recommending that any company in which he owns a stake use the Limelight CDN and EyeWonder platform, and

D. Assisting Limelight's CEO and CFO with up to two investor road shows in Europe per year.

3. ***Compensation.***

A. Consultant and Falk collectively will receive a total grant of 250,000 restricted stock units (the **"RSUs"**) covering shares of the Company's common stock. The RSUs will be granted pursuant to the Company's 2007 Equity Incentive Plan (the **"Plan")** and an equity agreement between Consultant / Falk and the Company. A number of 197,500 of the RSUs are being issued to Consultant as consideration for his Services under this Agreement and will be scheduled to vest in equal quarterly installments over a period of four (4) years commencing on the Closing Date, subject to Consultant's continued service to the Company through each vesting date. The other 52,500 RSUs are being issued to Falk as consideration for his participation as a member of the board of directors of the Company, and vest in equal quarterly installments over a period of four (4) years commencing on the Closing Date, subject to Falk's continued service to the Company through each vesting date In case the Company terminates the Service Agreement or the membership of Falk on the board of the Company without cause (a **"Termination"**), all RSUs associated with Consultant's Service under this Agreement or Falk's membership on the Board of Directors, as the case may be, which have not yet vested, shall vest to the Consultant or Falk as the case may be, and Consultant or Falk shall be entitled to all RSUs associated with the role from which it/he was terminated without cause, with the effect as of the Termination. Cause includes Consultant's or Falk's wrong-doing or repeated neglect of his duties under this Agreement after receiving notice of such neglect, or neglect of his duties and responsibilities as a member of the board of

directors of the Company or Consultant's refusal or inability to perform the Services or Consultant's breach of any material provision of this Agreement.

B. The Company will reimburse Consultant, in accordance with Company policy, for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, if Consultant receives written consent from an authorized agent of the Company prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.

This **Exhibit A** is accepted and agreed upon as of this February 10, 2010

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

CONSULTANT

By: /s/ Jens Roehrborn

Name: Jens Roehrborn

Title: CIO

Address for Notice:

eValue AG, Kennedyallee 1,

40476 Duesseldorf

FALK

By: /s/ Thomas Falk

Name: Thomas Falk

Title: CEO

Address for Notice:

c/o eValue AG, Kennedyallee 1,

40476 Duesseldorf

LIMELIGHT NETWORKS, INC.

By: _____

Name: _____

Title: _____

Investments currently held by Thomas Falk/eValue AG

Company	Equity Interest	Business of company
smartclip Holding AG	40%	Operation of video advertising platform
Voodoo Video AG	55%	Operation of video advertising network
Jogo Media Inc.	100%	In-game advertising platform
Radionomy SA, Belgium	25,1%	Online music radio platform
Goldbach Interactive Russia LLC	45%	Digital online marketing
Internet Science LLC, Russia	100%	Software development
Conversis GmbH	33,3%	Operation of free hosting services
Crossinx GmbH	24,33%	Electronic invoicing services
United MailSolutions Holding AG	66,8%	Publicly traded Investment Holding Company
Clickdistrict Holding B.V.	25,1%	Operation of online advertising
MPoint, Inc., USA	4,2%	Video transcoding and distribution services
Adventure Funding, Inc., USA	25%	Financing for young digital companies operating within the new media advertising sector
Adternity GmbH	57,9%	Development of online technology

Exhibit 99.4

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "**Agreement**") is being executed and delivered as of this April 13, 2010 by Thomas Falk ("**Stockholder**") in favor and for the benefit of Limelight Networks, Inc., a Delaware corporation ("**Parent**") (together the "**Parties**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Merger Agreement (as defined below).

RECITALS

WHEREAS, concurrently with the execution of this Agreement, Parent, Elvis Merger Sub One Corporation, a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("**Merger Sub One**"), Elvis Merger Sub Two LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Parent ("**Merger Sub Two**" and together with Merger Sub One, the "**Subs**"), and Eyewonder, Inc., a Delaware corporation (the "**Company**"), have entered into an Agreement and Plan of Merger, dated as of December 21st, 2009 (the "**Merger Agreement**"), pursuant to which Merger Sub One will be merged with and into the Company (the "**First Step Merger**"), the Company will merge with and into Merger Sub Two, and Merger Sub Two will continue as the surviving entity (the "**Second Step Merger**" and, taken together with the First Step Merger, the "**Merger**")

WHEREAS, Stockholder is the indirect owner of Vest Europe GmbH;

WHEREAS, Stockholder has a substantial interest in the Company as the holder of a significant number of shares of the Company's capital stock through his ownership of Vest Europe GmbH, and, as a result of the Merger, Stockholder shall receive significant consideration in connection with the Merger;

WHEREAS, upon completion of the Merger, Stockholder shall be a member of Parent's Board of Directors and shall provide services to Parent pursuant to a European Expansion Consulting Agreement;

WHEREAS, Parent and Stockholder both agree that, prior to the Merger, the Company's business consisted of the design, development, production, marketing and sales of products and services related to the Business (as defined below) in the Restricted Territory (as defined below), and Parent represents and Stockholder understands that, following the Merger, Parent will continue conducting the Business in the Restricted Territory; and

WHEREAS, as a condition and mutual inducement to the Merger, and to preserve the value and goodwill of the business being acquired by Parent after the Merger, the Merger Agreement contemplates, among other things, that Stockholder shall enter into this Agreement and that this Agreement shall become effective at the Effective Time (as that term is defined in the Merger Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, Parent and Stockholder hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the Effective Time. This Agreement shall be null and void if the Merger is not consummated as contemplated in the Merger Agreement.

2. Non-competition. Stockholder agrees that during the period commencing on the Closing Date and ending at the later of (x) 9 months after the Closing Date, (y) 9 months after the termination of his services under the European Expansion Agreement, or (z) 9 months after the termination of his engagement as a member of the board of Parent (the "**Non-Competition Period**"), Stockholder shall not (other than in connection with his services to Parent, Merger Sub Two, or any subsidiary thereof or their respective successors or assigns), without the prior written consent of Parent, directly or indirectly:

(a) Engage anywhere in the Restricted Territory (as defined below) in any business that competes with the Business (as defined below) (a "Competing Business Purpose"). Business;

(b) be or become an officer, director, owner, affiliate, salesperson, co-owner, partner, trustee, promoter, technician, engineer, analyst, employee, agent, representative, supplier, contractor, consultant, advisor or manager of or to, or otherwise acquire operation, management or control of, any firm, partnership, corporation, Person, entity, or business that engages or participates in a Competing Business Purpose in the Restricted Territory, including the promotion of investments in an entity which participates in a Competing Business Purpose in the Restricted Territory;

(c) solicit or attempt to solicit any of the Company's customers for, or in connection with, a Competing Business Purpose, including any attempts to obtain a confidential customer list or any other Company trade secrets; or

Persons engaged in a Competing Business Purpose as of the date of this Agreement include, but are not limited to, the following: Akamai, Eyeblaster, Pointroll, Google, CDNetworks, Level 3, and AT&T.

Notwithstanding the foregoing, the Parties are aware of the Stockholder's equity participations in the companies listed in Exhibit A to this Agreement. Nothing in this Agreement shall prevent or restrict Stockholder from any of the following: (i) owning as a passive investment less than 5% of the outstanding shares of the capital stock of a corporation (whether public or private) that is engaged in a Competing Business and Stockholder is not otherwise associated with such corporation; (ii) performing speaking engagements and receiving honoraria in connection with such engagements; (iii) being employed by any government agency, college, university, or other non-profit research organization; (iv) owning a passive equity interest in a private debt or equity investment fund in which the Stockholder does not have the ability to control or exercise any managerial influence over such fund; (v) becoming associated with, employed by, or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity that engages in a Competing Business Purpose, where (i) the particular division, subdivision, subsidiary, or business unit that employs Stockholder or for which Stockholder provides services or is associated with is not engaged in a Competing Business Purpose, or (ii) the employment or services provided by Stockholder do not otherwise relate to a Competing Business Purpose; (vi) becoming associated with, employed by,

or otherwise performing services for any person or entity, or subsidiary, subdivision, division, or joint venture of such entity (including any actions or services provided in forming or developing any such entity) that does not engage in a Competing Business Purpose, but may do business with or otherwise perform services for a person or entity, or subsidiary, subdivision, division, or joint venture of such entity that engages in a Competing Business Purpose, as long as Stockholder's services are not related to a Competing Business Purpose, or (vii) any activity consented to in writing by Parent. For the avoidance of doubt, Stockholder's equity participations in the companies listed in Exhibit A or any subsequent, investment, acquisition or other action by any of these companies shall not constitute a breach of the obligations of Stockholder under this Agreement.

"**Business**" means the business of developing, designing, manufacturing, producing, marketing, publishing, or selling any products or services that perform the same or a substantially similar function to any of the products or services marketed, provided or sold by the Company or Parent as of the Closing Date of the Merger.

"**Person**" means a natural person, corporation, partnership, or other legal entity, or a joint venture of two or more of the foregoing.

"**Restricted Territory**" means i) each and every country, province, state, city or other political subdivision of the United States and Canada; ii) each and every country, province, state, city or other political subdivision of the European Union; and iii) each and every country, province, state, city, or other political subdivision of the world in which the Company or any of its subsidiaries or affiliates is actively represented with a subsidiary or branch office as of the Closing Date, currently plans to engage in, or engages in during the Non-Competition Period, a Competing Business Purpose.

3. Severability of Covenants. The covenants contained in **Section 2** hereof shall be construed as a series of separate covenants, one for each country, province, state, city or other political subdivision of the Restricted Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in **Section 2** hereof. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then Parent, Merger Sub Two and Stockholder agree that such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of **Section 2** or **Section 3** are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then Parent, Merger Sub Two and Stockholder agree that such provisions shall be reformed to the maximum time, geographic, or scope limitations, as the case may be, permitted by applicable law.

4. Independence of Obligations. The covenants and obligations of Stockholder set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Stockholder, on the one hand, and Parent, Merger Sub Two, or any subsidiary of Parent or Merger Sub Two, on the other.

5. Stockholder Acknowledgements. Stockholder acknowledges that (i) Stockholder has a substantial interest in the Company as the holder of a significant number of shares of the Company's capital stock; (ii) the goodwill associated with the existing business, customers, and

assets of the Company prior to the Merger is an integral component of the value of the Company to Parent and is reflected in the consideration payable to Stockholder in connection with the Merger, and (iii) Stockholder's agreement as set forth herein is necessary for the protection of the legitimate business interests of Parent in the Merger and to preserve the value and goodwill of the Company for Parent following the Merger.

Stockholder also acknowledges and agrees that the limitations of time, geography, and scope of activity agreed to in this Agreement are reasonable because, among other things: (A) the Company and Parent are engaged in a highly competitive industry, (B) Stockholder has had unique access to the trade secrets and know-how of the Company and Parent, including, without limitation, the plans and strategy (and, in particular, the competitive strategy) of the Company and Parent, (C) Stockholder has entered into a consulting relationship with Parent in connection with the Merger on terms that Stockholder believes are favorable to him and, upon completion of the Merger, he will serve as a member of Parent's Board of Directors, (D) by virtue of his consulting relationship with Parent, Stockholder will have access to Parent's trade secrets and know how, including Parent's plans and strategy (and, in particular, Parent's competitive strategy), (E) in the event Stockholder's consulting relationship with Parent or Merger Sub Two ended. Stockholder believes he would be able to obtain suitable and satisfactory employment without violation of this Agreement; (F) Stockholder believes that this Agreement provides no more protection than is reasonably necessary to protect Parent's legitimate interest in the goodwill, trade secrets, and confidential information of the Company, (G) Stockholder has no current intention of engaging in a Competing Business Purpose within the area and the time limits set forth in this Agreement, and (H) Stockholder's obligations under this Agreement (and the enforcement thereof) will not prevent him from earning a livelihood

Stockholder further acknowledges and agrees that (i) the execution and delivery and continuation in force of this Agreement is a material inducement to Parent to execute the Merger Agreement and is a mandatory condition precedent to the closing of the Merger, without which Parent would not close the transactions contemplated by the Merger Agreement; (ii) breach of this Agreement will be such that Parent will not have an adequate remedy at law because of the unique nature of the operations and assets being conveyed to Parent; and (iii) execution of this Agreement shall not limit Parent's or Merger Sub Two's employee policies, including, without limitation, the provisions set forth in Parent's and Merger Sub Two's confidentiality and proprietary information agreements.

Stockholder further acknowledges and agrees that (i) Stockholder is subject to Parent's confidential information and trade secret protection policies and agrees to comply with such policies, (ii) Stockholder's obligations under this Agreement shall remain in effect if Stockholder's consulting relationship with Parent is terminated for any or no reason, and (iii) during the Non-Competition Period, prior to becoming an employee or partner of or consultant to any Person, Stockholder will provide written notice of such employment, partnership, or consultancy to Parent and provide such Person with an executed copy of this Agreement. Stockholder agrees that the Non-Competition Period shall be tolled during any period of violation of the covenants contained in **Section 2** and the Non-Solicitation Period shall be tolled during any period of violation of the covenants contained in **Section 3**.

6. Arbitration and Equitable Relief.

(a) The Parties agree that any and all disputes arising out of, or relating to, the terms of this Agreement, their interpretation, and any of the matters herein released, shall be subject to binding arbitration in Maricopa County before the American Arbitration Association under its Commercial Rules. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The Parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs. **The Parties hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury.** This section will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of their dispute relating to Employee's obligations under this Agreement and the agreements incorporated herein by reference.

(b) STOCKHOLDER HAS READ AND UNDERSTANDS THIS **SECTION 7**, WHICH DISCUSSES ARBITRATION. STOCKHOLDER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, STOCKHOLDER AGREES, TO THE EXTENT PERMITTED BY LAW. TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE. BREACH, OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF STOCKHOLDER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES REFERRED TO IN SECTION 7(A) ABOVE.

7. Remedy. Stockholder acknowledges and agrees that (a) the rights of Parent under this Agreement are of a specialized and unique character and that immediate and irreparable damage will result to Parent if Stockholder fails to or refuses to perform his obligations under this Agreement and (b) Parent may, in addition to any other remedies and damages available, obtain an injunction to restrain any such failure or refusal. No single exercise of the foregoing remedies shall be deemed to exhaust Parent's right to such remedies, but the right to such remedies shall continue undiminished and may be exercised from time to time as often as Parent may elect.

8. Non-Exclusivity. The rights and remedies of Parent hereunder are not exclusive of or limited by any other rights or remedies that Parent hereunder may have, whether at law, in equity, by contract, or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of Parent hereunder, and the obligations and liabilities of Stockholder hereunder, are in addition to their respective rights, remedies, obligations, and liabilities under the law of unfair competition, misappropriation of trade secrets, and the like. This Agreement does not limit Stockholder's obligations or the rights of Parent (or any affiliate of Parent) under the terms of any other agreement between Stockholder and Parent or any affiliate of Parent.

9. Termination of Consulting Engagement. Stockholder's obligations under this Agreement shall not be eliminated or diminished by the termination of Stockholder's consulting relationship with Parent, Merger Sub Two, the Company, or any of their subsidiaries, as the case

may be, for any reason, or the cessation of his services as a member of Parent's Board of Directors.

10. Notices. All notices and other communications pursuant to this Agreement shall be in writing and deemed to be sufficient if contained in a written instrument and shall be deemed given if delivered personally, telecopied, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the respective parties at the following address:

(a) if to Parent or Merger Sub Two, to:

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

Attention: Philip C. Maynard
SVP & CLO

Telephone No.: (602) 850-5000
Facsimile No.: (602) 850-5001

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

Wilson Sonsini Goodrich & Rosati, Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
Attention: Mark Reinstra
Telephone No.: (650) 493-9300
Facsimile No.: (650)493-6811

(b) if to Stockholder, to the address for notice set forth on Stockholder's signature page hereto

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

Holme Roberts & Owen Germany, LLP
Attn. Jens Roehrborn
Rosental 4, 80331 Munich/Germany
Telephone No.: +49 (89) 383 9800
Facsimile No.: +49 (89) 383 980 99

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

11. Severability. If any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such

circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity of enforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

12. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. Subject to **Section 7**, each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Arizona, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the state of Arizona for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and venue in the state of Arizona and such process.

13. Waiver. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

14. Captions. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, shall not affect in any way the meaning of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

15. Entire Agreement. This Agreement, and the other agreements referred to herein, set forth the entire understanding of Stockholder and Parent relating to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between any of such parties relating to the subject matter hereof (but does not in any way merge or supersede the Merger Agreement or any other agreement executed in connection with the Merger Agreement, including Stockholder's consulting agreement with Parent). Stockholder understands and agrees that he has had an opportunity to seek his own counsel in his review of this Agreement.

16. Amendments. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of Parent and Stockholder.

17. Assignment. This Agreement and all obligations hereunder are personal to Stockholder and may not be transferred or assigned by Stockholder at any time. Parent may assign its rights under this Agreement to any entity in connection with any merger or sale or transfer of all or substantially all of Parent's assets.

18. Binding Nature. Subject to **Section 18**, this Agreement will be binding upon Stockholder and Stockholder's representatives, executors, administrators, estate, heirs, successors and assigns, and will inure to the benefit of Parent and its successors and assigns.

19. Counterpart Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

[*remainder of page intentionally left blank*]

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

"STOCKHOLDER"

By: /s/ Thomas Falk
Thomas Falk

Address: c/o eValue AG
Kennedyallee 1
40476 Duesseldorf

Telephone:
Fax:

"PARENT"

LIMELIGHT NETWORKS, INC.
a Delaware corporation

/s/ Doug Lindroth
Doug Lindroth
CFO

Investments currently held by Thomas Falk/eValue AG

Company	Equity Interest	Business of company
smartclip Holding AG	40%	Operation of video advertising platform
Voodoo Video AG	55%	Operation of video advertising network
Jogo Media Inc.	100%	In-game advertising platform
Radionomy SA, Belgium	25,1%	Online music radio platform
Goldbach Interactive Russia LLC	45%	Digital online marketing
Internet Science LLC, Russia	100%	Software development
Conversis GmbH	33,3%	Operation of free hosting services
Crossinx GmbH	24,33%	Electronic invoicing services
United MailSolutions Holding AG	66,8%	Publicly traded Investment Holding Company
Clickdistrict Holding B.V.	25,1%	Operation of online advertising
MPoint, Inc., USA	4,2%	Video transcoding and distribution services
Adventure Funding, Inc., USA	25%	Financing for young digital companies operating within the new media advertising sector
Adternity GmbH	57,9%	Development of online technology

Exhibit 99.5

EXECUTION COPY

FORM OF RESTRICTION AGREEMENT

This Restriction Agreement (this "**Agreement**") is dated as of December 21, 2009 by and between Limelight Networks, Inc., a Delaware corporation ("**Parent**") and the undersigned Stockholder (the "**Stockholder**") of EyeWonder, Inc., a Delaware corporation (the "**Company**").

WITNESSETH:

WHEREAS, Parent, the Company, Elvis Merger Sub One Corporation, a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("**Merger Sub One**"), Elvis Merger Sub Two LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Parent ("**Merger Sub Two**" and together with Merger Sub One, the "**Merger Subs**"), John Vincent, as stockholder representative and Deutsche Bank National Trust, as Escrow Agent have entered into an Agreement and Plan of Merger of even date herewith (the "**Merger Agreement**"), which provides for, among other things, and as a single integrated transaction, the merger of Merger Sub One with and into the Company in accordance with the applicable provisions of the DGCL (the "**First Step Merger**"). As soon as practicable following the First Step Merger, Parent will cause the Company to merge with and into Merger Sub Two, with Merger Sub Two continuing as the surviving entity (the "**Second Step Merger**" and, taken together with the First Step Merger, the "**Merger**").

WHEREAS, the Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of shares of outstanding capital stock of the Company.

WHEREAS, as a result of the Merger, Stockholder will receive shares of Parent Common Stock, $0.001 par value ("**Parent Stock**").

WHEREAS, as a condition and inducement to the willingness of Parent, Merger Sub One and Merger Sub Two to enter into the Merger Agreement, the Stockholder (in the Stockholder's capacity as such) has agreed to enter into this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

SECTION 1

LOCK-UP; EXCEPTIONS

1.1 **Lock-Up.** Stockholder agrees that, without the prior written consent of Parent, during the period commencing on the date hereof and continuing for twelve months after the Effective Time (the "**Lock-Up Period**"), Stockholder will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Parent Stock acquired by Stockholder in the Merger, or any options or warrants to purchase any such shares of Parent Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of such Parent Stock, whether now owned or hereinafter acquired pursuant to the terms of the Merger Agreement (a "**Disposition**"), owned directly by Stockholder (including holding as a custodian) or with respect to which Stockholder has beneficial ownership (as defined in Rule 13d-3 promulgated under the Exchange Act. (collectively, the "**Stockholder's Shares**"). The restrictions during the Lock-Up Period are expressly agreed to preclude Stockholder from engaging in any hedging or other transaction which is

designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Stockholder's Shares even if such Stockholder's Shares would be disposed of by someone other than Stockholder. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Stockholder's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such shares.

1.2 **Exceptions to Lock-Up.** Notwithstanding the restrictions contained in Section 1.1 above, Stockholder may (i) transfer the Stockholder's Shares as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) transfer the Stockholder's Shares to any trust for the direct or indirect benefit of Stockholder or the immediate family of Stockholder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (iii) transfer the Stockholder's Shares by will or intestacy, provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, (iv) transfer the Stockholder's Shares to Parent in connection with any repurchase of such Stockholder's Shares by Parent, (v) transfer the Stockholder's Shares pursuant to a qualified domestic relations order, provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, (vi) transfer the Stockholder's Shares in connection with a liquidation, merger, capital stock exchange, stock purchase, asset acquisition or other similar transaction which results in all Parent stockholders having the right to exchange their shares of Parent Stock for cash, securities or other property, (vii) transfer the Stockholder's Shares in a private transaction not over any securities exchange, provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, and provided Stockholder delivers to Parent a written notice at least ten (10) days prior to such transfer in accordance with Section 3.4, stating Stockholder's intention to transfer Stockholder's Shares, the name, address and phone number of each proposed transferee thereof, the aggregate number of Stockholder's Shares proposed to be transferred to each proposed transferee thereof and the cash price or, in reasonable detail, other consideration for which Stockholder proposes to transfer the Stockholder's Shares or (viii) engage in a Disposition of Stockholder's Shares; provided that at the time of Disposition, the maximum aggregate number of Parent Shares that Stockholder shall be entitled to sell or otherwise dispose of (inclusive of all Dispositions that have occurred prior to such Disposition) shall be equal to the product of (A) two percent (2%) of the total aggregate number of Stockholder's Shares actually received by Stockholder pursuant to the terms of the Agreement, *times* (B) the number of full weeks that have transpired since the closing of the Merger. For purposes of this Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if Stockholder is a corporation, the corporation may transfer the Stockholder's Shares to any wholly-owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Agreement and there shall be no further transfer of such capital stock except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value. Stockholder now has, and, except as contemplated by clause (i) through (viii) above, for the duration of this Agreement will have, good and marketable title to the Stockholder's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with Parent's transfer agent and registrar against the transfer of the Stockholder's Shares except in compliance with the foregoing restrictions. Parent agrees promptly upon Stockholder's request in connection with a transfer permitted by this Section 1.2 to direct Parent's transfer agent and registrar to permit such permitted transfers.

SECTION 2

TERMINATION

From and after the Termination Date, this Agreement shall terminate and there shall be no liability or obligation on the part of Parent or the Stockholder. For purposes of this Agreement, the "**Termination Date**" shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Article IX thereof, (ii) such date that is the last day of the Lock-up Period, or (iii) such date as the parties mutually agree to in writing.

SECTION 3

MISCELLANEOUS

3.1 **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which will remain in full force and effect. 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. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such void or unenforceable provision.

3.2 **Binding Effect and Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by operation of law or otherwise by either of the parties without prior written consent of the other.

3.3 **Amendments; Waiver.** This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance.

3.4 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); provided, however, that notices sent by mail will not be deemed given until received:

If to Parent:

Limelight Networks, Inc.
2220 W. 14th Street
Tempe, AZ 85281
Attention: Philip C. Maynard
Senior Vice President, Chief Legal Officer and Secretary
Telephone: 602-850-4815

Facsimile: 602-850-4915

with a copy to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304-1050
Attention: Mark Reinstra
Telephone: 650-320-4566
Facsimile: 650-493-6811

If to the Stockholder:

[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [(__) ____-____]
Facsimile: [(__) ____-____]

with a copy to:

[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [(__) ____-____]
Facsimile: [(__) ____-____]

3.5 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware as applied to agreements entered into and performed entirely in the State of Delaware by residents thereof, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

3.6 **Submission to Jurisdiction.** Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court in the State of Delaware and agrees that any action involving any equitable claim shall be brought exclusively in the Delaware Court of Chancery, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

3.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings both written and oral, between the parties with respect to the subject matter hereof.

3.8 **Counterparts and Telecopy Execution.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

LIMELIGHT NETWORKS, INC.

By: _____

Name: _____

Title: _____

STOCKHOLDER

By: _____

Name: _____

Title: _____