**ESCROW AGREEMENT**

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ESCROW AGREEMENT

 CLARIFICATION

 This clarification to the Escrow Agreement (this "Agreement") is dated

as of May 9, 2007, by and among Limelight Networks, Inc., a Delaware

corporation (the "Company"), Michael Gordon, solely in his capacity as

stockholders' representative (the "Stockholders' Representative"), GS Capital

Partners V Fund, L.P., solely in its capacity as purchasers' representative (the

"Purchasers' Representative"), and U.S. Bank, National Association, as escrow

agent (the "Escrow Agent").

 RECITALS

 WHEREAS: The Purchasers' Representative, Stockholders' Representative,

the Company and the Escrow Agent entered into an Escrow Agreement dated as of

July 12, 2006 (the "Escrow Agreement").

 WHEREAS: Section 10(g) of the Escrow Agreement provides that the Escrow

Agreement may be amended or modified by an instrument in writing signed by, or

on behalf of, the Purchaser's Representative, the Stockholders' Representative,

and the Escrow Agent.

 WHEREAS: The Purchasers' Representative, the Stockholders'

Representative, the Company and the Escrow Agent wish to confirm their

understanding with respect to claims made under the Escrow Agreement as set

forth below pursuant to Section 10(g) of the Escrow Agreement.

 AGREEMENT

 NOW, THEREFORE, the parties hereto agree as follows:

 Payments from the Escrow Fund. Notwithstanding anything to the contrary

 in the Escrow Agreement, an amount equal to $3,700,000 shall be

 distributed from the Escrow Fund to the Tendering Stockholders by check

 within five (5) business days following the declaration or ordering of

 effectiveness of a registration statement or similar document in

 compliance with the Securities Act for the offer and sale of the shares

 of the Company's Common Stock in which holders of Series B Preferred

 Stock convert their shares into shares of Common Stock in connection

 with such public offering (the "IPO Date").

 Escrow Claims. The parties hereto acknowledge and agree that beginning

 on the IPO Date, the Company shall only make Indemnification Claims

 based upon Akamai Expenses (as defined in the Series B Convertible

 Preferred Stock Purchase Agreement, dated May 18, 2006, as amended (the

 "Purchase Agreement")), including any Losses (as defined in the

 Purchase Agreement) based upon breaches of Section 2.8 of the Purchase

 Agreement, either of which may occur at any time, and breaches of the

 representations and warranties in Section 2.16 of the Purchase

 Agreement. Stockholders' Representative acknowledges that he has

 received an Indemnification Certificate with respect to breaches of

 Section 2.16 of the Purchase Agreement in the amount of $1,326,965.20

 that Stockholders' Representative irrevocably confirms that he will not

 deliver to the Escrow Agent a Stockholders' Certificate (as defined in

 the Escrow Agreement) with respect to such Indemnification Certificate

 and that Stockholders' Representative directs Escrow Agent to remit the

 amount of $1,326,965.20 in satisfaction of such Indemnification

 Certificate.

 Termination. Notwithstanding anything contained in the Purchase

 Agreement or Escrow Agreement to the contrary, the parties hereto

 further wish to clarify that the Company may submit an Indemnification

 Certificate to the Escrow Agent, at any time, including after (i) the

 eighteen

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 (18) month anniversary of the Closing (as defined in the Purchase

 Agreement) or (ii) IPO Date. The Escrow Agreement shall terminate on

 the earlier of (i) the date on which there are no funds or other

 property remaining in the Escrow Fund and (ii) ten business days

 following the date on which (x) all claims made in Indemnification

 Certificates delivered to the Escrow Agent shall have been resolved,

 regardless of when such Indemnification Certificates are submitted to

 the Escrow Agent and (y) the Company confirms in writing that it does

 not reasonably expect to submit additional Indemnification

 Certificates.

 Interest. Stockholders' Representative, the Company and Purchasers'

 Representative, hereby direct Escrow Agent to remit any interest earned

 on the Escrow Fund to the Tendering Stockholders and to remit such

 interest at the end of each fiscal year thereafter until termination of

 the Escrow Fund.

 IN WITNESS WHEREOF, each party hereto has executed or has caused this

Agreement to be executed by its officer hereunto duly authorized as of the date

first written above.

 LIMELIGHT NETWORKS, INC.

 By: /s/ Jeffrey Lunsford

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 Jeffrey Lunsford

 Chief Executive Officer

 STOCKHOLDERS' REPRESENTATIVE:

 By: /s/ Michael Gordon

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 Michael Gordon

 PURCHASERS' REPRESENTATIVE:

 GS CAPITAL PARTNERS V FUND, L.P.

 BY: GSCP V Advisors, L.L.C.

 Its General Partner

 By: /s/ Joseph Gleberman

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 Joseph Gleberman

 Managing Director

ACKNOWLEDGED:

 ESCROW AGENT:

 U.S. BANK, NATIONAL ASSN.

 By: /s/ Sheila Soares

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 Sheila Soares

 Vice President