**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