



User License Agreement

LIMELIGHT NETWORKS, INC. ("Limelight")

Warranty Disclaimer and User License Agreement ("Agreement")

THIS DOCUMENT INCLUDES WARRANTY INFORMATION AND A LICENSE AGREEMENT GOVERNING THE USE OF THE APPLICATION AND RELATED SOFTWARE (COLLECTIVELY, THE "APPLICATION"). IF YOU USE THE APPLICATION, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WARRANTY DISCLAIMER

THE APPLICATION IS DELIVERED TO YOU "AS IS" AND WITH ALL FAULTS. LIMELIGHT AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE APPLICATION OR OTHER THIRD PARTY OFFERINGS PROVIDED THROUGH THE APPLICATION. EXCEPT TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION OR TERM CANNOT BE EXCLUDED OR LIMITED BY LAW AS APPLICABLE TO YOU IN YOUR JURISDICTION, LIMELIGHT NETWORKS AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

USER LICENSE AGREEMENT

UPON ACCEPTANCE, THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY ENTITY THAT OBTAINED THE APPLICATION AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE, DO NOT USE THE APPLICATION.

LIMELIGHT NETWORKS PERMITS YOU TO USE THE APPLICATION ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. USE OF SOME THIRD PARTY MATERIALS INCLUDED IN THE APPLICATION MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS TYPICALLY FOUND IN A SEPARATE LICENSE AGREEMENT.

1. Definitions.

"Application" means (a) all of the contents of the files (delivered electronically or on physical media), or disk(s) or other media with which this agreement is provided, which may include (i) Limelight or third party computer information or software; (ii) related explanatory written materials or files ("Documentation"); and (iii) fonts; and (b) upgrades, modified versions, updates, additions, and copies of the foregoing provided to you by Limelight Networks (or its licensors) at any time (collectively, "Updates"). "Use" means to access, install, download, copy, or otherwise benefit from using the functionality of the Application.



2. License.

If you obtained the Application from Limelight or one of its authorized licensees, and have accepted the terms of this Agreement, then, subject to your compliance with the terms of this Agreement, Limelight Networks grants to you a non-exclusive right to use the Application in the manner and for the purposes described.

- 2.1. **General Use.** You may install and use one copy of the Application on your Computer.
- 2.2. **Server Use.** This agreement does not permit you to install or use the Application on a computer file server.
- 2.3. **Distribution.** This license does not grant you the right to sublicense or distribute the Application.
- 2.4. **Backup Copy.** You may make one backup copy of the Application, provided your backup copy is not installed or used. You may not transfer the rights to a backup copy unless you transfer all rights in the Application.

3. Obligations and Restrictions.

- 3.1. **Notices.** Any copy of the Application that you make must contain the same copyright and other proprietary notices that appear on or in the Application.
- 3.2. **No Modification or Reverse Engineering.** Unless this Application was provided with Source Code, you may not modify, adapt, translate or create derivative works based upon the Application. You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Application except to the extent you may be expressly permitted to reverse engineer or decompile under applicable law.

4. Transfer.

You may not rent, lease, sublicense, assign or transfer your limited rights in the Application, or authorize all or any portion of the Application to be copied onto another user's Computer except as may be expressly permitted by this Agreement. You may, however, transfer all your rights to use the Application to another person or legal entity provided that: (a) you also transfer (i) this Agreement, and (ii) the Application and all other software or hardware bundled or pre-installed with the Application, including all copies, updates and prior versions, to such person or entity, and (b) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you obtained a valid license to the Application. Notwithstanding the foregoing, you may not transfer education, pre-release, or not for resale copies of the Application.

5. Intellectual Property Ownership, Reservation of Rights.

The Application and any authorized copies that you make are the intellectual property of Limelight Networks, Inc. or its licensors. The structure, organization and code of the Application



are the valuable trade secrets and confidential information of Limelight Networks, Inc. and licensors. The Application is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the Application and all rights not expressly granted are reserved by Limelight Networks and its licensors.

6. Indemnity.

You agree to indemnify and hold Limelight Networks, and its licensors, harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to your improper or unlicensed use of the Application.

7. Limitation of Liability.

IN NO EVENT WILL LIMELIGHT NETWORKS, ITS SUPPLIERS, LICENSORS OR BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF LIMELIGHT NETWORKS' REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, OR CLAIMS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. LIMELIGHT NETWORKS AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS AND CERTIFICATE AUTHORITIES UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF AMOUNT PAID FOR THE APPLICATION, OR \$10 (USD).

8. Export Rules.

You agree that the Application will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Application is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Syria, Sudan, Cuba, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Application. All rights to use the Application are granted on condition that such rights are forfeited if you fail to comply with the terms of this agreement.

9. Governing Law.

This agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California, if a license to the Application is obtained when you are in the United States, Canada, or Mexico; or (b) in Japan, if a license to the Application is obtained when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., Hanzi, Kanji, or Hanja), and/or other script based upon or similar in structure to an ideographic script, such as Hangul or Kana; or (c) England, if a license to the Application is obtained when you are in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. This Agreement will not be governed by the



conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. General Provisions.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Limelight Networks. Updates may be licensed to you by Limelight with additional or different terms. This is the entire Agreement between Limelight Networks and you relating to the Application and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Application.

11. Notice to U.S. Government End Users.

For U.S. Government End Users, Limelight Networks agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses.

If you are a business or organization, you agree that upon request from Limelight Networks' authorized representative, you will, within thirty (30) days, fully document and certify that use of any and all Application at the time of the request is in conformity with your valid licenses from Limelight Networks.

13. Specific Provisions and Exceptions.

You are required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Application and your computer data subject to the provisions of this Agreement.

14. Remedies.

You agree that legal damages may not be sufficient to fully compensate Limelight and/or its licensors in case of a breach or violation of this Agreement. Therefore, in addition, to any and all remedies available at law, Limelight Networks may seek injunctive relief to enforce the provisions herein. Further, should Limelight bring a formal action to enforce rights herein, you agree that, in addition all other remedies available at law or equity, Limelight will be awarded its reasonable costs and attorneys' fees in enforcing such rights.

End of Agreement.