LIMELIGHT SDK LICENSE AGREEMENT

1. NO WARRANTY, LIMITATION OF LIABILITY, BINDING AGREEMENT AND ADDITIONAL TERMS AND AGREEMENTS.

1.1 NO WARRANTY. YOU ACKNOWLEDGE THAT THE SDK (AS DEFINED BELOW) MAY BE PRONE TO BUGS AND/OR STABILITY ISSUES. THE SDK IS PROVIDED TO YOU "AS IS," AND LIMELIGHT AND ITS SUPPLIERS DISCLAIM ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND. YOU ACKNOWLEDGE THAT LIMELIGHT MAKES NO EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND WITH RESPECT TO THE SDK INCLUDING ANY WARRANTY WITH REGARD TO PERFORMANCE, MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SDK AND YOUR USE OF AND OUTPUT FROM THE SDK. LIMELIGHT IS NOT OBLIGATED TO PROVIDE MAINTENANCE, TECHNICAL SUPPORT OR UPDATES TO YOU FOR ANY PORTION OF THE SDK. THE FOREGOING LIMITATIONS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

1.2 LIMITATION OF LIABILITY. IN NO EVENT WILL LIMELIGHT OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN LIMELIGHT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. LIMELIGHT'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SDK, IF ANY. THIS LIMITATION ON LIMELIGHT AND ITS SUPPLIERS WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

1.3 Binding Agreement. This agreement governs installation and use of the SDK. You agree that this agreement is like any written negotiated agreement signed by you. By downloading, installing, copying, or modifying all or any portion of the SDK, you accept all of the terms and conditions of this agreement. This agreement is enforceable against you and any legal entity that obtained the SDK and on whose behalf they are used: for example, your employer. If you do not agree to the terms of this agreement, do not use the SDK.

2. DEFINITIONS.

"LIMELIGHT" means LIMELIGHT NETWORKS, INC., 222 S. Mill Avenue, Suite 800, Tempe, Arizona 85281.

"Developer Application" means your application software that complies with the requirements of this agreement and operates exclusively with Limelight's services.

"Documentation" means the written materials accompanying this agreement, including, for example, technical specifications, file format documentation and application programming interface (API) information.

"Effective Date" means the date that you download or otherwise access the SDK.

"SDK" means SDK Source Files and Sample Code.

"SDK Source Files" means source code files included in the directory "frameworks" that accompany this agreement.

"Sample Code" means sample software in source code format designated in the Documentation or directories as "sample code," "samples," "sample application code," "quickstart code" or "snippets."

3. LICENSE.

Subject to the terms and conditions of this agreement, including the requirements and restrictions below, LIMELIGHT grants you the non-exclusive, non-transferable right to use the SDK in accordance with the Documentation as follows:

3.1 Installation, Use and Copying. You may install and use the Build Tools and Runtime Components solely for purpose of developing compliant Developer Applications. You may make a limited and reasonable number of copies of the SDK for purposes of your internal development of Developer Applications.

3.2 Modification. You may modify the Sample Code and SDK Source Files provided to you in human readable (i.e., source code) format.

4. INDEMNIFICATION.

You agree to hold LIMELIGHT harmless from any and all liabilities, losses, actions, damages or claims (including product liability, warranty and intellectual property claims, and all reasonable expenses, costs and attorneys fees) arising out of or relating to your distribution of all or any portion of the SDK or any Developer Application; provided that LIMELIGHT cooperates with you, at your expense, in resolving any such claim.

5. INTELLECTUAL PROPERTY RIGHTS.

The SDK and any copies that you are authorized by LIMELIGHT to make are the intellectual property of and are owned by LIMELIGHT. The structure, organization and code of the SDK provided to you in compiled or object code form are the valuable trade secrets and confidential information of LIMELIGHT. The SDK is protected by copyright, including by United States Copyright Law, international treaty provisions and applicable laws in the country in which they are used. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the SDK and all rights not expressly granted are reserved by LIMELIGHT.

6. REVERSE ENGINEERING.

You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of all or any portion of the SDK provided to you in compiled or object code format except to the extent you may be expressly permitted to decompile under applicable law.

7. NON-BLOCKING OF LIMELIGHT DEVELOPMENT.

You acknowledge that LIMELIGHT is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that you may develop based on your license herein. Nothing in this agreement shall impair, limit or curtail LIMELIGHT's right to continue with its development, maintenance and/or distribution of LIMELIGHT's technology or products. You agree that you shall not assert in any way any patent owned by you arising out of or in connection with the SDK or modifications made thereto against LIMELIGHT, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors for the manufacture, use, import, licensing, offer for sale or sale of any LIMELIGHT products.

8. TERM AND TERMINATION.

This agreement will commence upon the Effective Date and continue in perpetuity unless terminated as set forth herein. LIMELIGHT may terminate this agreement immediately if you breach any of its terms. Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 will survive any termination of this agreement. Upon termination of this agreement, you will cease all use and distribution of the SDK and return to LIMELIGHT or destroy (with written confirmation of destruction) the SDK promptly at LIMELIGHT's request, together with any copies thereof.

9. TRADEMARK.
"Limelight Network, Inc." is a trademark of LIMELIGHT that may not be used by others except under a written license from LIMELIGHT. You may not incorporate any LIMELIGHT trademark, in whole or in part, in the title of your Developer Application or in your company name, domain name or the name of a service related to LIMELIGHT.

10. GOVERNING LAW.

The courts of Maricopa County, Arizona shall 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.

11. 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 will remain valid and enforceable according to its terms. Updates may be licensed to you by LIMELIGHT with additional or different terms. The use of "includes" or "including" in this agreement shall mean "including without limitation." This is the entire agreement between LIMELIGHT and you relating to the SDK and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the SDK.