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## Section 1: 10-Q (10-Q)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 10-Q**

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(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended March 31, 2015

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number 001-33508

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**Limelight Networks, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**20-1677033**  
(I.R.S. Employer  
Identification No.)

**222 South Mill Avenue, 8<sup>th</sup> Floor**  
**Tempe, AZ 85281**  
(Address of principal executive offices, including Zip Code)  
**(602) 850-5000**  
(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller Reporting Company   
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares outstanding of the registrant's Common Stock, par value \$0.001 per share, as of April 24, 2015: 99,545,303 shares.

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LIMELIGHT NETWORKS, INC.  
FORM 10-Q  
Quarterly Period Ended March 31, 2015  
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## Note Regarding Forward-Looking Statement

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this Quarterly Report on Form 10-Q, other than statements of historical fact, are forward-looking statements. These statements include, among other things:

- our expectations regarding revenue, costs and expenses;
- our plans regarding investing in our content delivery network, as well as other products and technologies;
- our beliefs regarding the growth of, and competition within, the content delivery industry;
- our beliefs regarding the growth of our business and how that impacts our liquidity and capital resources requirements;
- our expectations regarding hiring and headcount;
- the impact of certain new accounting standards and guidance;
- our plans with respect to investments in marketable securities;
- our expectations and strategies regarding acquisitions;
- our expectations regarding the Akamai litigation and other pending or potential disputes;
- our estimations regarding taxes and belief regarding our tax reserves;
- our beliefs regarding the use of Non-GAAP financial measures;
- our approach to identifying, attracting and keeping new and existing customers, as well as our expectations regarding customer turnover;
- the sufficiency of our sources of funding;
- our belief regarding our interest rate risk; and
- our beliefs regarding the significance of our large customers;

as well as other statements regarding our financial condition and prospects, future operations, and business strategies. Forward-looking statements generally can be identified by the words “may,” “will,” “expect,” “believe,” “anticipate,” “intend,” “could,” “estimate,” or “continue,” and similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events, as well as trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described under the caption “Risk Factors” in Part II, Item 1A in this Quarterly Report on Form 10-Q and those discussed in other documents we file with the Securities and Exchange Commission (SEC).

In addition, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this Quarterly Report on Form 10-Q may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Unless expressly indicated or the context requires otherwise, the terms “Limelight,” “we,” “us,” and “our” in this document refer to Limelight Networks, Inc., a Delaware corporation, and, where appropriate, its wholly owned subsidiaries.

## PART I. FINANCIAL INFORMATION

## Item 1. Financial Statements

**Limelight Networks, Inc.**  
**Consolidated Balance Sheets**  
(In thousands, except per share data)

	(Unaudited) March 31, 2015	December 31, 2014
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 45,508	\$ 57,767
Marketable securities	35,436	35,317
Accounts receivable, net	27,357	22,622
Income taxes receivable	218	237
Deferred income taxes	77	78
Prepaid expenses and other current assets	8,240	9,625
Total current assets	116,836	125,646
Property and equipment, net	34,062	32,636
Marketable securities, less current portion	40	40
Deferred income taxes, less current portion	1,309	1,364
Goodwill	76,020	76,133
Other intangible assets, net	858	1,071
Other assets	3,646	4,451
Total assets	<u>\$ 232,771</u>	<u>\$ 241,341</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 8,059	\$ 7,065
Deferred revenue	3,471	3,509
Capital lease obligations	—	223
Income taxes payable	166	248
Other current liabilities	11,351	14,383
Total current liabilities	23,047	25,428
Capital lease obligations, less current portion	—	135
Deferred income taxes	144	170
Deferred revenue, less current portion	241	405
Other long-term liabilities	2,749	3,040
Total liabilities	26,181	29,178
Commitments and contingencies		
Stockholders' equity:		
Convertible preferred stock, \$0.001 par value; 7,500 shares authorized; no shares issued and outstanding	—	—
Common stock, \$0.001 par value; 300,000 shares authorized at March 31, 2015, and December 31, 2014; 99,534 and 98,409 shares issued and outstanding at March 31, 2015, and December 31, 2014, respectively	99	98
Additional paid-in capital	467,413	464,294
Accumulated other comprehensive loss	(10,796)	(7,786)
Accumulated deficit	(250,126)	(244,443)
Total stockholders' equity	206,590	212,163
Total liabilities and stockholders' equity	<u>\$ 232,771</u>	<u>\$ 241,341</u>

*The accompanying notes are an integral part of the consolidated financial statements.*

**Limelight Networks, Inc.**  
**Unaudited Consolidated Statements of Operations**  
**(In thousands, except per share data)**

	<b>Three Months Ended March 31,</b>	
	<b>2015</b>	<b>2014</b>
Revenues	\$ 42,329	\$ 41,170
Cost of revenue:		
Cost of services (1)	21,657	21,566
Depreciation — network	4,153	4,337
Total cost of revenue	25,810	25,903
Gross profit	16,519	15,267
Operating expenses:		
General and administrative	6,850	7,028
Sales and marketing	10,276	10,254
Research and development	6,263	4,578
Depreciation and amortization	640	1,066
Total operating expenses	24,029	22,926
Operating loss	(7,510)	(7,659)
Other income (expense):		
Interest expense	(4)	(12)
Interest income	74	70
Other, net	1,812	17
Total other income (expense)	1,882	75
Loss before income taxes	(5,628)	(7,584)
Income tax expense	55	56
Net loss	\$ (5,683)	\$ (7,640)
Net loss per share:		
Basic and diluted	\$ (0.06)	\$ (0.08)
Weighted average shares used in per share calculation:		
Basic and diluted	98,636	97,946

- (1) Cost of services excludes amortization related to intangibles, including existing technologies, customer relationships, and trade names and trademarks, which are included in depreciation and amortization

*The accompanying notes are an integral part of the consolidated financial statements.*

**LIMELIGHT NETWORKS, INC.**  
**Unaudited Consolidated Statements of Comprehensive Loss**  
**(In thousands)**

	<b>Three Months Ended March 31,</b>	
	<b>2015</b>	<b>2014</b>
Net loss	\$ (5,683)	\$ (7,640)
Other comprehensive income (loss), net of tax:		
Unrealized gain on investments	61	7
Foreign exchange translation (loss) gain	(3,071)	153
Other comprehensive income (loss), net of tax	(3,010)	160
Comprehensive loss	\$ (8,693)	\$ (7,480)

*The accompanying notes are an integral part of the consolidated financial statements.*

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**Limelight Networks, Inc.**  
**Unaudited Consolidated Statements of Cash Flows**  
(In thousands)

	<b>Three Months Ended March 31,</b>	
	<b>2015</b>	<b>2014</b>
<b>Operating activities</b>		
Net loss	\$ (5,683)	\$ (7,640)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	4,793	5,403
Share-based compensation	3,069	2,579
Foreign currency remeasurement gain	(1,691)	(12)
Deferred income taxes	(53)	(23)
Accounts receivable charges	246	160
Amortization of premium on marketable securities	58	173
Changes in operating assets and liabilities:		
Accounts receivable	(4,980)	(1,979)
Prepaid expenses and other current assets	1,150	(1,073)
Income taxes receivable	(2)	(21)
Other assets	792	617
Accounts payable	382	3,808
Deferred revenue	(203)	(831)
Other current liabilities	(2,105)	(2,972)
Income taxes payable	(52)	(106)
Other long term liabilities	(269)	(173)
Net cash used in operating activities	<u>(4,548)</u>	<u>(2,090)</u>
<b>Investing activities</b>		
Purchases of marketable securities	(9,956)	(5,197)
Maturities of marketable securities	9,840	4,380
Purchases of property and equipment	(6,666)	(3,065)
Net cash used in investing activities	<u>(6,782)</u>	<u>(3,882)</u>
<b>Financing activities</b>		
Payments on capital lease obligations	(358)	(160)
Payment of employee tax withholdings related to restricted stock vesting	(1,107)	(864)
Cash paid for purchase of common stock	(957)	—
Proceeds from exercise of stock options and employee stock plans	1,975	117
Net cash used in financing activities	<u>(447)</u>	<u>(907)</u>
Effect of exchange rate changes on cash and cash equivalents	(482)	137
Net decrease in cash and cash equivalents	<u>(12,259)</u>	<u>(6,742)</u>
Cash and cash equivalents, beginning of period	57,767	85,956
Cash and cash equivalents, end of period	<u>\$ 45,508</u>	<u>\$ 79,214</u>
<b>Supplemental disclosure of cash flow information</b>		
Cash paid during the period for interest	<u>\$ 4</u>	<u>\$ 11</u>
Cash paid during the period for income taxes, net of refunds	<u>\$ 178</u>	<u>\$ 198</u>
Property and equipment expenditures remaining in accounts payable and other current liabilities	<u>\$ 3,072</u>	<u>\$ 2,503</u>

*The accompanying notes are an integral part of the consolidated financial statements.*

**Limelight Networks, Inc.**  
**Notes to Unaudited Consolidated Financial Statements**  
**March 31, 2015**

**1. Nature of Business**

Limelight operates a globally distributed, high-performance network and provides a suite of integrated services including content delivery services, video content management services, performance services for website and web application acceleration and security, and cloud storage services. These four primary service groups work collectively to enable any organization to deliver digital content to any device, anywhere in the world.

We were incorporated in Delaware in 2003, and have operated in the Phoenix metropolitan area since 2001 and elsewhere throughout the United States since 2003. We began international operations in 2004.

**2. Summary of Significant Accounting Policies**

***Basis of Presentation***

The accompanying unaudited interim consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. They do not include all of the information and footnotes required by U.S. generally accepted accounting principles (U.S. GAAP) for complete financial statements. Such interim financial information is unaudited but reflects all adjustments that, in the opinion of management, are necessary for the fair presentation of the interim periods presented. All such adjustments are, in the opinion of management, of a normal recurring nature. The results of operations presented in this quarterly report on Form 10-Q are not necessarily indicative of the results that may be expected for the year ending December 31, 2015, or for any future periods. This quarterly report on Form 10-Q should be read in conjunction with our audited financial statements and footnotes included in our annual report on Form 10-K for the fiscal year ended December 31, 2014. All information is presented in thousands, except per share amounts and where specifically noted.

The consolidated financial statements include accounts of Limelight and our wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated. In addition, certain other reclassifications have been made to prior year amounts to conform to the current year presentation.

***Use of Estimates***

The preparation of the consolidated financial statements and related disclosures in conformity with U.S. GAAP requires management to make judgments, assumptions, and estimates that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results and outcomes may differ from those estimates. The results of operations presented in this quarterly report on Form 10-Q are not necessarily indicative of the results that may be expected for the year ending December 31, 2015, or for any other future periods.

***Recent Accounting Standards***

***Recently Adopted Accounting Pronouncements***

In April 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-08, which includes amendments that change the requirements for reporting discontinued operations and require additional disclosures about discontinued operations. Under the new guidance, only disposals representing a strategic shift in operations - that is, a major effect on the organization's operations and financial results - should be presented as discontinued operations. Examples include a disposal of a major geographic area, a major line of business, or a major equity method investment. Additionally, this ASU requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. We adopted this guidance on January 1, 2015. The new guidance would only impact us upon the disposal of a business.

***Recently Issued Accounting Pronouncements***

In May 2014, the FASB issued ASU 2014-09, which provides guidance for revenue recognition. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under today's guidance. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. This guidance will be effective





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for us in the first quarter of 2017, if not deferred as discussed below. Early adoption is not permitted. The standard permits the use of the retrospective or cumulative effect transition method. In April 2015, the FASB proposed a one-year deferral of the effective date of ASU 2014-09. If approved, the new standard will become effective for us beginning with the first quarter of 2018. We have not yet selected a transition method, and are currently in the process of evaluating the impact of adoption of this ASU on our consolidated financial statements and disclosures.

In August 2014, the FASB issued ASU 2014-15, which provides guidance for disclosure of uncertainties about an entity's ability to continue as a going concern. ASU 2014-15 defines management's responsibility to assess an entity's ability to continue as a going concern, and to provide related footnote disclosures in certain circumstances. This guidance will be effective for us in the first annual period ending after December 15, 2016, and interim periods within such year; however, early adoption is permitted. We do not expect the adoption of this guidance to have a material impact on our consolidated financial statements.

In February 2015, the FASB issued ASU 2015-2, which provides a revised consolidation model for all reporting entities to use in evaluating whether they should consolidate certain legal entities. All legal entities will be subject to reevaluation under this revised consolidation model. The revised consolidation model, among other things, (i) modifies the evaluation of whether limited partnerships and similar legal entities are variable interest entities (VIEs) or voting interest entities, (ii) eliminates the presumption that a general partner should consolidate a limited partnership, and (iii) modifies the consolidation analysis of reporting entities that are involved with VIEs through fee arrangements and related party relationships. ASU 2015-2 is effective for fiscal years, and interim reporting periods within those fiscal years, beginning after September 1, 2016. We are currently evaluating what impact, if any, this ASU will have on our consolidated financial statements.

### 3. Investments in Marketable Securities

The following is a summary of marketable securities, designated as available-for-sale, at March 31, 2015:

	<b>Amortized Cost</b>	<b>Gross Unrealized Gains</b>	<b>Gross Unrealized Losses</b>	<b>Estimated Fair Value</b>
Certificate of deposit	\$ 17,520	\$ 7	\$ 7	\$ 17,520
Commercial paper	1,499	—	—	1,499
Corporate notes and bonds	15,453	14	10	15,457
Convertible debt security	1,000	—	—	1,000
<b>Total marketable securities</b>	<b>\$ 35,472</b>	<b>\$ 21</b>	<b>\$ 17</b>	<b>\$ 35,476</b>

At March 31, 2015, we evaluated our marketable securities and determined unrealized losses were due to fluctuations in interest rates. We do not believe any of the unrealized losses represented an other-than-temporary impairment based on our evaluation of available evidence as of March 31, 2015. Our intent is to hold these investments to such time as these assets are no longer impaired. We view our available-for-sale securities as available for current operations.

The amortized cost and estimated fair value of the marketable debt securities at March 31, 2015, by maturity, are shown below:

	<b>Amortized Cost</b>	<b>Gross Unrealized Gains</b>	<b>Gross Unrealized Losses</b>	<b>Estimated Fair Value</b>
<b>Available-for-sale securities</b>				
Due in one year or less	\$ 20,139	\$ 5	\$ 8	\$ 20,136
Due after one year and through five years	15,333	16	9	15,340
	<b>\$ 35,472</b>	<b>\$ 21</b>	<b>\$ 17</b>	<b>\$ 35,476</b>

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The following is a summary of marketable securities, designated as available-for-sale, at December 31, 2014:

	<b>Amortized Cost</b>	<b>Gross Unrealized Gains</b>	<b>Gross Unrealized Losses</b>	<b>Estimated Fair Value</b>
Certificate of deposit	\$ 11,040	\$ 2	\$ 32	\$ 11,010
Commercial paper	1,498	—	1	1,497
Corporate notes and bonds	21,876	7	33	21,850
Convertible debt securities	1,000	—	—	1,000
<b>Total marketable securities</b>	<b>\$ 35,414</b>	<b>\$ 9</b>	<b>\$ 66</b>	<b>\$ 35,357</b>

The amortized cost and estimated fair value of the marketable debt securities at December 31, 2014, by maturity, are shown below:

	<b>Amortized Cost</b>	<b>Gross Unrealized Gains</b>	<b>Gross Unrealized Losses</b>	<b>Estimated Fair Value</b>
Available-for-sale securities				
Due in one year or less	\$ 19,798	\$ 5	\$ 9	\$ 19,794
Due after one year and through five years	15,616	4	57	15,563
	<b>\$ 35,414</b>	<b>\$ 9</b>	<b>\$ 66</b>	<b>\$ 35,357</b>

#### **4. Accounts Receivable, net**

Accounts receivable, net include:

	<b>March 31, 2015</b>	<b>December 31, 2014</b>
Accounts receivable	\$ 18,430	\$ 14,507
Unbilled accounts receivable	10,756	9,949
	<b>29,186</b>	<b>24,456</b>
Less: credit allowance	(500)	(380)
Less: allowance for doubtful accounts	(1,329)	(1,454)
<b>Total accounts receivable, net</b>	<b>\$ 27,357</b>	<b>\$ 22,622</b>

#### **5. Goodwill**

We have recorded goodwill as a result of our business acquisitions. Goodwill is recorded when the purchase price paid for an acquisition exceeds the estimated fair value of the net identified tangible and intangible assets acquired. In each of our acquisitions, the objective of the acquisition was to expand our product offerings and customer base and to achieve synergies related to cross selling opportunities, all of which contributed to the recognition of goodwill.

We test goodwill for impairment on an annual basis or more frequently if events or changes in circumstances indicate that goodwill might be impaired. We concluded that we have one reporting unit and assigned the entire balance of goodwill to this reporting unit. The estimated fair value of the reporting unit is determined using our market capitalization as of our annual impairment assessment date or each reporting date if circumstances indicate the goodwill might be impaired. Items that could reasonably be expected to negatively affect key assumptions used in estimating fair value include but are not limited to:

- sustained decline in our stock price due to a decline in its financial performance due to the loss of key customers, loss of key personnel, emergence of new technologies or new competitors;
- decline in overall market or economic conditions leading to a decline in our stock price; and
- decline in observed control premiums paid in business combinations involving comparable companies.

No interim indicators of impairment were identified as of March 31, 2015. Foreign currency translation adjustments decreased the carrying amount of goodwill for the three months ended March 31, 2015, by \$113.



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### 6. Property and Equipment, net

Property and equipment, net include:

	March 31, 2015	December 31, 2014
Network equipment	\$ 194,417	\$ 192,145
Computer equipment	12,782	12,169
Furniture and fixtures	2,596	2,718
Leasehold improvements	7,455	7,351
Other equipment	564	570
Total property and equipment	217,814	214,953
Less: accumulated depreciation and amortization	(183,752)	(182,317)
Total property and equipment, net	\$ 34,062	\$ 32,636

Depreciation and amortization expense related to property and equipment classified in operating expense was \$443 and \$729 for the three months ended March 31, 2015 and 2014, respectively.

### 7. Other Current Liabilities

Other current liabilities include:

	March 31, 2015	December 31, 2014
Accrued compensation and benefits	\$ 3,458	\$ 5,266
Accrued cost of revenue	2,182	2,031
Accrued legal fees	1,275	1,292
Deferred rent	1,236	1,277
Other accrued expenses	3,200	4,517
Total other current liabilities	\$ 11,351	\$ 14,383

### 8. Other Long Term Liabilities

Other long term liabilities include:

	March 31, 2015	December 31, 2014
Deferred rent	\$ 2,248	\$ 2,511
Income taxes payable	501	529
Total other long term liabilities	\$ 2,749	\$ 3,040

### 9. Contingencies

#### *Legal Matters*

##### *Akamai Litigation*

In June 2006, Akamai Technologies, Inc. (Akamai) and the Massachusetts Institute of Technology (MIT) filed a lawsuit against us in the United States District Court for the District of Massachusetts alleging that we were infringing two patents assigned to MIT and exclusively licensed by MIT to Akamai, United States Patent No. 6,553,413 (the '413 patent) and United States Patent No. 6,108,703 (the '703 patent). In September 2006, Akamai and MIT expanded their claims to assert infringement of a third patent United States Patent No. 7,103,645 (the '645 patent). Before trial, Akamai waived by stipulation its claims of indirect or induced infringement and proceeded to trial only on the theory of direct infringement. In February 2008, a jury returned a verdict in this lawsuit, finding that we infringed four claims of the '703 patent at issue and rejecting

our invalidity defenses. The jury awarded an aggregate of approximately \$45,500, which includes lost profits, reasonable royalties and price erosion damages for the period April 2005 through December 31, 2007. In addition, the jury awarded prejudgment interest, which we estimated to be \$2,600 at December 31, 2007. We recorded an aggregate \$48,100 as a provision for litigation

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as of December 31, 2007. During 2008, we recorded a potential additional provision of approximately \$17,500 for potential additional infringement damages and interest. The total provision for litigation at December 31, 2008 was \$65,600.

On July 1, 2008, the District Court denied our Motions for Judgment as a Matter of Law (JMOL), Obviousness, and a New Trial. The District Court also denied Akamai's Motion for Permanent Injunction as premature and its Motions for Summary Judgment regarding our equitable defenses. The District Court conducted a bench trial in November 2008 regarding our equitable defenses. We also filed a motion for reconsideration of the District Court's earlier denial of our motion for JMOL. Our motion for JMOL was based largely upon a clarification in the standard for a finding of joint infringement articulated by the United States Court of Appeals for the Federal Circuit in the case of *Muniauction, Inc. v. Thomson Corp.*, released after the District Court denied our initial motion for JMOL. On April 24, 2009, the District Court issued its order and memorandum setting aside the adverse jury verdict and ruling that we did not infringe Akamai's '703 patent and that we were entitled to JMOL. Based upon the District Court's April 24, 2009 order, we reversed the \$65,600 provision for litigation previously recorded for this lawsuit as we no longer believed that payment of any amounts represented by the litigation provision was probable. The District Court entered final judgment in our favor on May 22, 2009, and Akamai filed its notice of appeal of the District Court's decision on May 26, 2009. On December 20, 2010, the United States Court of Appeals for the Federal Circuit issued its opinion affirming the District Court's entry of judgment in our favor. On February 18, 2011, Akamai filed a motion with the Federal Circuit seeking a rehearing and rehearing *en banc*. On April 21, 2011, the Federal Circuit issued an order denying the petition for rehearing, granting the petition for rehearing *en banc*, vacating the December 20, 2010 opinion affirming the District Court's entry of judgment in our favor, and reinstated the appeal.

On August 31, 2012, the Federal Circuit issued its opinion in the case. The Federal Circuit stated that the District Court correctly determined that we did not directly infringe Akamai's '703 patent and upheld the District Court's decision to vacate the original jury's damages award. The Federal Circuit also held that we did not infringe Akamai's '413 or '645 patents. A slim majority in this three-way divided opinion also announced a revised legal theory of induced infringement, remanded the case to the District Court, and gave Akamai an opportunity for a new trial to attempt to prove that we induced our customers to infringe Akamai's patent under the Federal Circuit's new legal standard. On December 28, 2012, we filed a petition for writ of certiorari to the United States Supreme Court to appeal this sharply divided Federal Circuit decision. Akamai then filed a cross petition for consideration of the Court of Appeals' standard for direct infringement followed by an opposition to our petition. On January 10, 2014, the Supreme Court granted our petition for writ of certiorari and did not act on Akamai's cross petition. On April 30, 2014, the Supreme Court heard oral argument in our case. On June 2, 2014, the Supreme Court issued its decision and reversed the Federal Circuit's decision, remanding the case back to that court. On July 24, 2014, the Federal Circuit issued an order vacating its prior judgment, reinstating the appeals, dissolving its *en banc* status, and referring the case back to the original Court of Appeals panel for further proceedings. The Federal Circuit heard arguments on September 11, 2014. We do not believe an ultimate loss is probable; therefore, no provision for this lawsuit is recorded in the consolidated financial statements.

In light of the status of the litigation, we believe that there is a reasonable possibility that we have incurred a loss related to the Akamai litigation. While we believe that there is a reasonable possibility that a loss has been incurred, we are not able to estimate a range of the loss due to the complexity and procedural status of the case. We will continue to vigorously defend against the allegation.

Legal and other expenses associated with this case have been significant. We include these litigation expenses in general and administrative expenses as incurred, as reported in the consolidated statement of operations.

### *Other Litigation*

We are subject to various other legal proceedings and claims, either asserted or unasserted, arising in the ordinary course of business. While the outcome of these claims cannot be predicted with certainty, management does not believe the outcome of any of these matters will have a material adverse effect on our business, financial position, results of operations, or cash flows. Litigation relating to the content delivery services industry is not uncommon, and we are, and from time to time have been, subject to such litigation. No assurances can be given with respect to the extent or outcome of any such litigation in the future.

### *Other Matters*

We are subject to indirect taxation in various states and foreign jurisdictions. Laws and regulations that apply to communications and commerce conducted over the Internet are becoming more prevalent, both in the United States and internationally, and may impose additional burdens on us conducting business online or providing Internet-related services. Increased regulation could negatively affect our business directly, as well as the businesses of our customers, which could reduce their demand for our services. For example, tax authorities in various states and abroad may impose taxes on the

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Internet-related revenue we generate based on regulations currently being applied to similar but not directly comparable industries.

There are many transactions and calculations where the ultimate tax determination is uncertain. In addition, domestic and international taxation laws are subject to change. In the future, we may come under audit, which could result in changes to our tax estimates. We believe we maintain adequate tax reserves to offset potential liabilities that may arise upon audit. Although we believe our tax estimates and associated reserves are reasonable, the final determination of tax audits and any related litigation could be materially different than the amounts established for tax contingencies. To the extent these estimates ultimately prove to be inaccurate, the associated reserves would be adjusted, resulting in the recording of a benefit or expense in the period in which a change in estimate or a final determination is made.

### **10. Net Loss per Share**

We calculate basic and diluted earnings per weighted average share based on net income (loss). We use the weighted-average number of shares of common stock outstanding during the period for the computation of basic earnings per share. Diluted earnings per share includes the dilutive effect of all potentially dilutive common stock, including awards granted under our equity incentive compensation plans in the weighted-average number of shares of common stock outstanding.

The following table sets forth the components used in the computation of basic and diluted net loss per share for the periods indicated:

	<u>Three Months Ended March 31,</u>	
	<u>2015</u>	<u>2014</u>
Net loss	\$ (5,683)	\$ (7,640)
Basic and diluted weighted average outstanding shares of common stock	98,636	97,946
Basic and diluted net loss per share	\$ (0.06)	\$ (0.08)

For the three months ended March 31, 2015 and 2014, potentially dilutive common stock, including awards granted under our equity incentive compensation plans of 4,115 and 1,607, respectively, were excluded from the computation of diluted net loss per share because including them would have been anti-dilutive.

### **11. Stockholders' Equity**

#### *Common Stock*

On February 12, 2014, our board of directors authorized a \$15,000 share repurchase program. Under the current authorization, we may repurchase shares periodically in the open market or through privately negotiated transactions, in accordance with applicable securities rules regarding issuer repurchases. During the three months ended March 31, 2015, we purchased and canceled 293 shares for \$818, including commissions and expenses. During the three months ended March 31, 2014, we did not repurchase any shares under the repurchase plan. All repurchased shares were canceled and returned to authorized but unissued status.

In June 2013, our stockholders approved our 2013 Employee Stock Purchase Plan (ESPP). The ESPP allows participants to purchase our common stock at a 15% discount of the lower of the beginning or end of the offering period using the closing price on that day. As of March 31, 2015, shares reserved for issuance to employees under this plan totaled 3,596, and we held employee contributions of \$347 (included in other current liabilities) for future purchases under the ESPP. The ESPP is considered compensatory.

### **12. Accumulated Other Comprehensive Loss**

Changes in the components of accumulated other comprehensive loss, net of tax, for the three months ended March 31, 2015, was as follows:



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	<b>Foreign Currency</b>	<b>Unrealized Gains (Losses) on Available for Sale Securities</b>	<b>Total</b>
Balance, December 31, 2014	\$ (7,743)	\$ (43)	\$ (7,786)
Other comprehensive (loss) income before reclassifications	(3,071)	61	(3,010)
Amounts reclassified from accumulated other comprehensive income (loss)	—	—	—
Net current period other comprehensive (loss) income	(3,071)	61	(3,010)
Balance, March 31, 2015	\$ (10,814)	\$ 18	\$ (10,796)

### 13. Share-Based Compensation

The following table summarizes the components of share-based compensation expense included in our consolidated statement of operations:

	<b>Three Months Ended March 31,</b>	
	<b>2015</b>	<b>2014</b>
Share-based compensation expense by type:		
Stock options	\$ 1,182	\$ 1,230
Restricted stock units	1,813	1,293
ESPP	74	56
Total share-based compensation expense	\$ 3,069	\$ 2,579
Share-based compensation expense included in the consolidated statements of operations:		
Cost of services	\$ 513	\$ 504
General and administrative expense	1,406	1,200
Sales and marketing expense	689	525
Research and development expense	461	350
Total share-based compensation expense	\$ 3,069	\$ 2,579

Unrecognized share-based compensation expense totaled approximately \$26,295 at March 31, 2015, of which \$8,129 related to stock options and \$18,166 related to restricted stock awards. We currently expect to recognize share-based compensation expense of \$8,794 during the remainder of 2015, \$10,005 in 2016 and the remainder thereafter based on scheduled vesting of the stock options and restricted stock units outstanding at March 31, 2015.

### 14. Leases and Commitments

#### *Operating Leases*

We are committed to various non-cancellable operating leases for office space and office equipment that expire through 2023. Certain leases contain provisions for renewal options and rent escalations upon expiration of the initial lease terms. Approximate future minimum lease payments over the remaining lease periods as of March 31, 2015, are as follows:

Remainder of 2015	\$ 2,868
2016	3,127
2017	2,756
2018	2,826
2019	1,265
Thereafter	985
Total minimum payments	\$ 13,827



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### *Purchase Commitments*

We have long-term commitments for bandwidth usage and co-location with various networks and Internet service providers, or ISPs.

The following summarizes minimum commitments as of March 31, 2015:

Remainder of 2015	\$	24,772
2016		10,664
2017		2,108
2018		1,071
2019		401
Thereafter		13
Total minimum payments	\$	<u>39,029</u>

### *Capital Leases*

We leased equipment under capital lease agreements which extended through 2017. The outstanding balance for capital leases was \$358 as of December 31, 2014. In March 2015, we paid \$323, which represented the outstanding balance for its capital lease obligations. As of March 31, 2015, we had no outstanding capital lease obligations. The assets acquired under capital leases and related accumulated amortization is included in property and equipment, net in the consolidated balance sheets. The related amortization is included in depreciation and amortization expense in the consolidated statements of operations. Interest expense related to capital leases was \$4 and \$11 for the three months ended March 31, 2015 and 2014, respectively.

## **15. Concentrations**

During the three months ended March 31, 2015, we had no customer who represented 10% or more of its total revenue. For the three months ended March 31, 2014, Netflix, Inc. represented approximately 12% of our total revenue.

Revenue from the United States, our country of domicile, was \$25,611 for the three months ended March 31, 2015, compared to \$25,160 for the three months ended March 31, 2014.

During the three months ended March 31, 2015, we had two countries, the United States and Japan that accounted for 10% or more of our total revenues. During the three months ended March 31, 2014, we had no single country outside of the United States that accounted for 10% or more of our total revenues.

## **16. Income Taxes**

Income taxes for the interim periods presented have been included in the accompanying consolidated financial statements on the basis of an estimated annual effective tax rate. Based on an estimated annual effective tax rate and discrete items, the income tax expense for the three months ended March 31, 2015 and 2014, was \$55 and \$56, respectively. Income tax expense on the loss before taxes was different than the statutory income tax rate primarily due to us providing for a valuation allowance on deferred tax assets in certain jurisdictions, and the recording of state and foreign tax expense for the three-month periods.

We file income tax returns in jurisdictions with varying statutes of limitations. Tax years 2010 through 2014 generally remain subject to examination by federal and most state tax authorities. As of March 31, 2015, we are not under any federal or state examination.

## **17. Segment Reporting and Geographic Areas**

We operate in one industry segment — content delivery and related services. We operate in three geographic areas — Americas, Europe, Middle East and Africa (EMEA) and Asia Pacific.

Revenue by geography is based on the location of the customer from which the revenue is earned. The following table sets forth revenue by geographic area:



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	Three Months Ended March 31,			
	2015		2014	
Americas	\$ 27,259	64.4%	\$ 27,224	66.1%
EMEA	8,049	19.0%	8,503	20.7%
Asia Pacific	7,021	16.6%	5,443	13.2%
Total revenue	\$ 42,329	100.0%	\$ 41,170	100.0%

The following table sets forth long-lived assets by geographic area:

	March 31, 2015	December 31, 2014
Americas	\$ 24,014	\$ 22,505
International	10,906	11,202
Total long-lived assets	\$ 34,920	\$ 33,707

## 18. Fair Value Measurements

As of March 31, 2015, and December 31, 2014, we held certain assets and liabilities that were required to be measured at fair value on a recurring basis.

The following is a summary of fair value measurements at March 31, 2015:

Description	Total	Fair Value Measurements at Reporting Date Using		
		Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Money market funds (2)	\$ 118	\$ 118	\$ —	\$ —
Corporate notes and bonds (1)	15,457	—	15,457	—
Commercial paper (1)	1,499	—	1,499	—
Certificate of deposit (1)	17,520	—	17,520	—
Convertible debt security (1)	1,000	—	—	1,000
Total assets measured at fair value	\$ 35,594	\$ 118	\$ 34,476	\$ 1,000

(1) Classified in marketable securities

(2) Classified in cash and cash equivalents

In November 2014, we made a \$1,000 strategic, noncontrolling convertible debt security investment in an unconsolidated privately-held entity, which is included in marketable securities in our Consolidated Balance Sheets. There has not been any significant change in the fair value of the convertible debt security since the date of our investment.

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The following is a summary of fair value measurements at December 31, 2014:

Description	Total	Fair Value Measurements at Reporting Date Using		
		Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Money market funds (2)	\$ 57	\$ 57	\$ —	\$ —
Corporate notes and bonds (1)	21,850	—	21,850	—
Commercial paper (1)	1,497	—	1,497	—
Certificate of deposit (1)	11,010	—	11,010	—
Convertible debt security (1)	1,000	—	—	1,000
Total assets measured at fair value	<u>\$ 35,414</u>	<u>\$ 57</u>	<u>\$ 34,357</u>	<u>\$ 1,000</u>

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(1) Classified in marketable securities

(2) Classified in cash and cash equivalents

The carrying amount of cash equivalents approximates fair value because their maturity is less than three months. The carrying amount of short-term and long-term marketable securities approximates fair value as the securities are marked to market as of each balance sheet date with any unrealized gains and losses reported in stockholders' equity. The carrying amount of accounts receivable, accounts payable and accrued liabilities approximates fair value due to the short-term maturity of the amounts.

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### Item 2. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

*The following discussion and analysis of our financial condition and results of operations should be read together with our consolidated financial statements and related notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q, as well as the audited consolidated financial statements and notes thereto and management's discussion and analysis of financial condition and results of operations for the year ended December 31, 2014, included in Part II of our annual report on Form 10-K filed with the SEC, on February 17, 2015.*

*Prior period information has been modified to conform to current year presentation. All information in this Item 2 is presented in thousands, except per share amounts, customer count and where specifically noted.*

#### Overview

We were founded in 2001 as a provider of content delivery network services to deliver digital content over the Internet. We began development of our infrastructure in 2001 and began generating meaningful revenue in 2002. Today, we operate a globally distributed, high-performance, computing platform (our global network) and provide a suite of integrated services including content delivery services, video content management services, performance services for website and web application acceleration and security, and cloud storage services. These four primary service groups work collectively to enable organizations to deliver digital content to any device, anywhere in the world. The suite of services that we offer collectively comprises our Limelight Orchestrate Platform (the Orchestrate Platform).

We derive revenue primarily from the sale of components of the Orchestrate Platform. Our delivery services represented approximately 77% of our total revenue during the three months ended March 31, 2015. We also generate revenue through the sale of professional services and other infrastructure services, such as transit and rack space services. We believe continued increases in content delivery traffic growth rates is an important trend that will continue to outpace declining average selling prices in the industry.

We compete in markets that are highly competitive. We have experienced and expect to continue to experience increased competition in price, features, functionality, integration and other factors leading to customer churn and customers operating their own network. During the first quarter of 2015, we had no customer who represented 10% or more of our total revenue. During the first quarter of 2014, Netflix, Inc. (Netflix) represented approximately 12% of our total revenue. Our contract with Netflix expired in July 2014.

In addition to these revenue-related trends, our profitability is impacted by trends in our costs of services and operating expenses. We continue to work with our vendors to renegotiate our fixed rate infrastructure contracts to variable rate in order to scale our operations based on traffic levels and lower bandwidth costs per unit. Our operating expenses are largely driven by payroll and related employee costs. We increased headcount from 520 at December 31, 2014, to 533 as of March 31, 2015, primarily in our operations and sales organizations. We expect headcount will continue to increase as we expand our business and continue our investments in research and development and increase our sales force.

The following table summarizes our revenue, costs and expenses in thousands of dollars and as a percentage of total revenue.

	Three Months Ended March 31,			
	2015		2014	
Revenues	\$ 42,329	100.0 %	\$ 41,170	100.0 %
Cost of revenue	25,810	61.0 %	25,903	62.9 %
Gross profit	16,519	39.0 %	15,267	37.1 %
Total operating expenses	24,029	56.8 %	22,926	55.7 %
Operating loss	(7,510)	(17.7)%	(7,659)	(18.6)%
Total other income (expense)	1,882	4.4 %	75	0.2 %
Loss before income taxes	(5,628)	(13.3)%	(7,584)	(18.4)%
Income tax expense	55	0.1 %	56	0.1 %
Net loss	<u>\$ (5,683)</u>	<u>(13.4)%</u>	<u>\$ (7,640)</u>	<u>(18.6)%</u>

#### Use of Non-GAAP Financial Measures

To evaluate our business, we consider and use non-generally accepted accounting principles (Non-GAAP) net income (loss), EBITDA and Adjusted EBITDA as a supplemental measure of operating performance. These measures include the same

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adjustments that management takes into account when it reviews and assesses operating performance on a period-to-period basis. We consider Non-GAAP net income (loss) to be an important indicator of overall business performance because it allows us to evaluate results without the effects of share-based compensation, litigation expenses, amortization of intangibles, and the gain (loss) on sale of our web content management (WCM) business. We define EBITDA as U.S. GAAP net income (loss) before interest income, interest expense, other income and expense, provision for income taxes, depreciation and amortization, and gain (loss) on sale of WCM. We believe that EBITDA provides a useful metric to investors to compare us with other companies within our industry and across industries. We define Adjusted EBITDA as EBITDA adjusted for share-based compensation and litigation expenses. We use Adjusted EBITDA as a supplemental measure to review and assess operating performance. We also believe use of Adjusted EBITDA facilitates investors' use of operating performance comparisons from period to period, as well as across companies.

In our April 30, 2015, earnings press release, as furnished on Form 8-K, we included Non-GAAP net loss, EBITDA and Adjusted EBITDA. The terms Non-GAAP net loss, EBITDA and Adjusted EBITDA are not defined under U.S. GAAP, and are not measures of operating income, operating performance or liquidity presented in accordance with U.S. GAAP. Our Non-GAAP net loss, EBITDA and Adjusted EBITDA have limitations as analytical tools, and when assessing our operating performance, Non-GAAP net loss, EBITDA and Adjusted EBITDA should not be considered in isolation, or as a substitute for net loss or other consolidated income statement data prepared in accordance with U.S. GAAP. Some of these limitations include, but are not limited to:

- EBITDA and Adjusted EBITDA do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect the cash requirements necessary for litigation costs;
- they do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debt that we may incur;
- they do not reflect income taxes or the cash requirements for any tax payments;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will be replaced sometime in the future, and EBITDA and Adjusted EBITDA do not reflect any cash requirements for such replacements;
- while share-based compensation is a component of operating expense, the impact on our financial statements compared to other companies can vary significantly due to such factors as the assumed life of the options and the assumed volatility of our common stock; and
- other companies may calculate EBITDA and Adjusted EBITDA differently than we do, limiting their usefulness as comparative measures.

We compensate for these limitations by relying primarily on our U.S. GAAP results and using Non-GAAP net income (loss), EBITDA, and Adjusted EBITDA only as supplemental support for management's analysis of business performance. Non-GAAP net income (loss), EBITDA and Adjusted EBITDA are calculated as follows for the periods presented.

### **Reconciliation of Non-GAAP Financial Measures**

In accordance with the requirements of Regulation G issued by the SEC, we are presenting the most directly comparable U.S. GAAP financial measures and reconciling the unaudited Non-GAAP financial metrics to the comparable U.S. GAAP measures.



**Reconciliation of U.S. GAAP Net Loss to Non-GAAP Net Loss  
(Unaudited)**

	Three Months Ended		
	March 31, 2015	Dec. 31, 2014	March 31, 2014
U.S. GAAP net loss	\$ (5,683)	\$ (5,007)	\$ (7,640)
Share-based compensation	3,069	2,691	2,579
Litigation defense expenses	19	(3)	273
Amortization of intangible assets	197	204	337
Loss on sale of the WCM business	—	—	62
Non-GAAP net loss	<u>\$ (2,398)</u>	<u>\$ (2,115)</u>	<u>\$ (4,389)</u>

**Reconciliation of U.S. GAAP Net Loss to EBITDA to Adjusted EBITDA  
(Unaudited)**

	Three Months Ended		
	March 31, 2015	Dec. 31, 2014	March 31, 2014
U.S. GAAP net loss	\$ (5,683)	\$ (5,007)	\$ (7,640)
Depreciation and amortization	4,793	4,646	5,403
Interest expense	4	6	12
Loss on sale of the WCM business	—	—	62
Interest and other (income) expense	(1,886)	(880)	(149)
Income tax expense	55	22	56
EBITDA	<u>\$ (2,717)</u>	<u>\$ (1,213)</u>	<u>\$ (2,256)</u>
Share-based compensation	3,069	2,691	2,579
Litigation defense expenses	19	(3)	273
Adjusted EBITDA	<u>\$ 371</u>	<u>\$ 1,475</u>	<u>\$ 596</u>

**Critical Accounting Policies and Estimates**

Our critical accounting policies and estimates are disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014. During the three months ended March 31, 2015, there have been no significant changes in our critical accounting policies and estimates.

**Results of Continuing Operations**

**Revenue**

We derive revenue primarily from the sale of components of the Orchestrate Platform. We also generate revenue through the sale of professional services and other infrastructure services, such as transit and rack space services.

The following table reflects our revenue for the three months ended March 31, 2015, compared to March 31, 2014:

	Three Months Ended March 31,			
	2015	2014	\$ Change	% Change
Revenue	\$ 42,329	\$ 41,170	\$ 1,159	2.8%

Our revenue increased during the three months ended March 31, 2015, versus the comparable 2014 period primarily due to an increase in our content delivery revenue which was driven by volume increases with our large customers partially offset by a decrease in average selling price.

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The first quarter of 2014 included \$4,860 of revenue from Netflix whose contract expired in July 2014. Our active customers worldwide decreased to 1,080 as of March 31, 2015, compared to 1,208 as of March 31, 2014. We are continuing our selective approach to accepting profitable business by establishing a clear process for identifying customers that value quality, performance, availability, and service.

During the three months ended March 31, 2015 and 2014, sales to our top 20 customers accounted for approximately 56% and 50%, respectively, of our total revenue. The customers that comprised our top 20 customers have continually changed, and our large customers may not continue to be as significant going forward as they have been in the past.

During the three months ended March 31, 2015, we had no customer who accounted for 10% or more of our total revenue. During the three months ended March 31, 2014, Netflix represented approximately 12% of our total revenue.

Revenue by geography is based on the location of the customer from which the revenue is earned. The following table sets forth revenue by geographic area (in thousands and as a percentage of total revenue):

	Three Months Ended March 31,			
	2015		2014	
Americas	\$ 27,259	64.4%	\$ 27,224	66.1%
EMEA	8,049	19.0%	8,503	20.7%
Asia Pacific	7,021	16.6%	5,443	13.2%
Total revenue	\$ 42,329	100.0%	\$ 41,170	100.0%

We invoice our customers primarily in U.S. dollar. However, we have certain customers invoiced in local currencies. The strengthening of the U.S. dollar compared to these local currencies resulted in a decrease in U.S. dollar revenues of approximately \$800 when comparing the average exchange rates in the first quarter of 2015 to the same period in 2014.

We expect revenues for the year ended December 31, 2015, to total between \$164,000 and \$170,000.

### *Cost of Revenue*

Cost of revenue consists primarily of fees paid to network providers for bandwidth and backbone, costs incurred for non-settlement free peering and connection to Internet Service Providers or ISPs, and fees paid to data center operators for housing of our network equipment in third party network data centers, also known as co-location costs. Cost of revenue also includes leased warehouse space and utilities, depreciation of network equipment used to deliver our content delivery services, payroll and related costs, and share-based compensation for our network operations and professional services personnel. Other costs include professional fees and outside services, travel and travel-related expenses and royalty expenses.

Cost of revenue was composed of the following (in thousands and as a percentage of total revenue):

	Three Months Ended March 31,			
	2015		2014	
Bandwidth and co-location fees	\$ 14,269	33.7%	\$ 14,797	35.9%
Depreciation - network	4,153	9.8%	4,337	10.5%
Payroll and related employee costs	5,073	12.0%	4,368	10.6%
Share-based compensation	513	1.2%	504	1.2%
Other costs	1,802	4.3%	1,897	4.6%
Total cost of revenue	\$ 25,810	61.0%	\$ 25,903	62.9%

Our cost of revenue decreased in aggregate dollars and as a percentage of total revenue for the three months ended March 31, 2015, versus the comparable 2014 period primarily as a result of the following:

- decreased bandwidth and co-location fees as a result of our focus on improving our gross margins. We have renegotiated certain bandwidth contracts from fixed rates to variable decreasing this expense. We have been investing in new servers and network equipment resulting in reduced co-location fees;
- decreased network depreciation as a result of a decrease in capital expenditures since 2012; and

- decreased other costs, which was primarily other recurring cost of sales and other employee costs.

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These decreases were off-set by an increase in payroll and related employee costs as a result of increased operations personnel and higher average salaries.

We anticipate depreciation expense related to our network equipment will increase compared to 2014 as we expect to increase our capital expenditures over 2014 levels.

### *General and Administrative*

General and administrative expense was composed of the following (in thousands and as a percentage of total revenue)

	Three Months Ended March 31,			
	2015		2014	
Payroll and related employee costs	\$ 2,959	7.0%	\$ 2,461	6.0%
Professional fees and outside services	1,004	2.4%	1,309	3.2%
Share-based compensation	1,406	3.3%	1,200	2.9%
Other costs	1,481	3.5%	2,058	5.0%
Total general and administrative	<u>\$ 6,850</u>	<u>16.2%</u>	<u>\$ 7,028</u>	<u>17.1%</u>

Our general and administrative expense decreased in aggregate dollars and as a percentage of total revenue for the three months ended March 31, 2015, versus the comparable 2014 period primarily as a result of the following:

- decreased professional fees for both accounting and general legal services; and
- lower other costs, which was primarily reduced fees and licenses and litigation expenses.

These decreases were partially offset by increased payroll and related employee costs due to higher average salaries for general and administrative personnel.

We currently expect our general and administrative expenses to remain consistent with 2014 in aggregate dollars.

### *Sales and Marketing*

Sales and marketing expense was composed of the following (in thousands and as a percentage of total revenue):

	Three Months Ended March 31,			
	2015		2014	
Payroll and related employee costs	\$ 6,755	16.0%	\$ 6,781	16.5%
Share-based compensation	689	1.6%	525	1.3%
Marketing programs	473	1.1%	371	0.9%
Other costs	2,359	5.6%	2,577	6.3%
Total sales and marketing	<u>\$ 10,276</u>	<u>24.3%</u>	<u>\$ 10,254</u>	<u>24.9%</u>

Our sales and marketing expense slightly increased in aggregate dollars and decreased as a percentage of total revenue for the three months ended March 31, 2015, versus the comparable 2014 period, primarily as a result of the following:

- increased share-based compensation; and
- increased marketing and public relations spending related to trade shows.

These increases were partially offset by decreased other costs, which was primarily lower consulting expense offset by an increase in recruiting costs.

We currently expect our sales and marketing expenses to increase in both aggregate dollars and as a percentage of revenue compared to

2014 as we expand our sales workforce.

***Research and Development***

Research and development expense was composed of the following (in thousands and as a percentage of total revenue):

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	Three Months Ended March 31,			
	2015		2014	
Payroll and related employee costs	\$ 4,820	11.4%	\$ 3,692	9.0%
Share-based compensation	461	1.1%	350	0.9%
Other costs	982	2.3%	536	1.3%
Total research and development	<u>\$ 6,263</u>	14.8%	<u>\$ 4,578</u>	11.1%

Our research and development expense increased in aggregate dollars and as a percentage of total revenue for the three months ended March 31, 2015, versus the comparable 2014 period, primarily as a result of the following:

- increased payroll and related employee costs due to increased headcount as we expand our research and development activities; and
- increased other costs primarily due to increased professional fees for consulting and recruiting.

We currently expect our research and development expenses to increase in both aggregate dollars and as a percentage of revenue compared to 2014 as we expect to increase headcount and our investments in research and development.

### ***Depreciation and Amortization (Operating Expenses)***

Depreciation and amortization expense was \$640, or 1.5% of revenue, for the three months ended March 31, 2015, versus \$1,066, or 2.6% of revenue, for the comparable 2014 period. Depreciation expense consists of depreciation on equipment and furnishings used by general administrative, sales and marketing, and research and development personnel. Amortization expense consists of amortization of intangible assets acquired in business combinations.

### ***Interest Expense***

Interest expense was \$4 for the three months ended March 31, 2015, versus \$12 for the comparable 2014 period. Interest expense is primarily comprised of interest paid on capital leases that were paid in full in March 2015. As of March 31, 2015, we had no outstanding credit facilities.

### ***Interest Income***

Interest income was \$74 for the three months ended March 31, 2015, versus \$70 for the comparable 2014 period. Interest income includes interest earned on invested cash balances and marketable securities.

### ***Other Income (Expense)***

Other income was \$1,812 for the three months ended March 31, 2015, compared to other income of \$17 for the three months ended March 31, 2014. For the three months ended March 31, 2015, other income consists primarily of foreign currency transaction gains and losses of \$1,834. For the three months ended March 31, 2014, other income consists primarily of the gain on sale of assets, partially offset by the working capital adjustment associated with the sale of our WCM business and foreign currency transaction gains and losses.

### ***Income Tax Expense***

Based on an estimated annual effective tax rate and discrete items, the estimated income tax expense for the three months ended March 31, 2015, was \$55 versus \$56 for the comparable 2014 period. Income tax expense before income taxes was different than the statutory income tax rate primarily due to our providing for a valuation allowance on deferred tax assets in certain jurisdictions, and recording of state and foreign tax expense for the quarter and year to date periods. The effective income tax rate is based primarily upon forecasted income or loss for the year, the composition of the income or loss in different countries, and adjustments, if any, for the potential tax consequences, benefits or resolutions for tax audits.

### **Liquidity and Capital Resources**

As of March 31, 2015, our cash, cash equivalents and marketable securities classified as current totaled \$80,944. Included in this amount is approximately \$14,462 of cash and cash equivalents held outside the United States that would be subject to withholding taxes upon repatriation.

The major components of changes in cash flows for the three months ended March 31, 2015 and 2014, are discussed in the following paragraphs.

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### *Operating Activities*

Net cash used in operating activities was \$4,548 for the three months ended March 31, 2015, versus \$2,090 for the comparable 2014 period, an increase of \$2,458. Changes in operating assets and liabilities of (\$5,287) during the three months ended March 31, 2015, versus (\$2,730) in the comparable 2014 period were primarily due to:

- accounts receivable increased \$4,980 during the three months ended March 31, 2015, due to the timing of billings net of collections and an increase in our days sales outstanding (DSO) due to longer payment terms with certain large customers as compared to a \$1,979 increase in the comparable 2014 period;
- prepaid expenses and other current assets decreased \$1,150 during the three months ended March 31, 2015, due to the timing of amortization of prepaid bandwidth expenses versus an increase of \$1,073 for the comparable 2014 period; and
- other current liabilities decreased \$2,105 during the three months ended March 31, 2015, primarily due to the payment of 2014 accrued compensation and decreases in other accrued expenses versus a decrease of \$2,972 for the comparable 2014 period.

Cash provided by operating activities may not be sufficient to cover new purchases of property and equipment during 2015 and potential litigation expenses associated with patent litigation. The timing and amount of future working capital changes and our ability to manage our DSO will also affect the future amount of cash used in or provided by operating activities.

### *Investing Activities*

Net cash used in investing activities was \$6,782 for the three months ended March 31, 2015, versus \$3,882 for the comparable 2014 period. Net cash used in investing activities during the three months ended March 31, 2015 and 2014, primarily relates to purchases of short-term marketable securities, and capital expenditures primarily for servers and network equipment associated with the build-out and expansion of our global computing platform, partially offset by cash received from maturities of marketable securities.

We expect to have ongoing capital expenditure requirements as we continue to invest in and expand our content delivery network. During the three months ended March 31, 2015, we made capital expenditures of \$6,666, which represented approximately 16% of our total revenue. We expect an increase in capital expenditures in 2015 compared to 2014, to support growth opportunities and to further upgrade our global network and systems.

### *Financing Activities*

Net cash used in financing activities was \$447 for the three months ended March 31, 2015, versus \$907 for the comparable 2014 period. Net cash used in financing activities in the three months ended March 31, 2015, related to payments of employee tax withholdings related to the net settlement of vested restricted stock units of \$1,107, cash paid for the repurchase of our common stock of \$957, and payments made on our capital lease obligations of \$358, offset by cash received from the exercise of stock options and our employee stock plan of \$1,975.

Net cash used in financing activities in the three months ended March 31, 2014, related to payments made for the payments of employee tax withholdings related to restricted stock units of \$864 and payments made on our capital lease obligations of approximately \$160, offset by cash received from the exercise of stock options and our employee stock plan of \$117.

On March 12, 2015, we paid in full the outstanding balance on our capital leases. As of March 31, 2015, we had no outstanding credit facilities.

On February 12, 2014, our board of directors authorized a \$15,000 share repurchase program. During the three months ended March 31, 2015, and as of April 30, 2015, we have purchased and canceled approximately 293 shares. All repurchased shares were canceled and returned to authorized but unissued status. As of March 31, 2015, we have \$9,525 remaining under this share repurchase authorization.

Changes in cash, cash equivalents and marketable securities are dependent upon changes in, among other things, working capital items such as deferred revenues, accounts payable, accounts receivable, accrued provision for litigation and various accrued expenses, as well as purchases of property and equipment and changes in our capital and financial structure due to debt repurchases and issuances, stock option exercises, sales of equity investments and similar events.



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We believe that our existing cash, cash equivalents and marketable securities will be sufficient to meet our anticipated cash needs for at least the next 12 months. If the assumptions underlying our business plan regarding future revenue and expenses change, or if unexpected opportunities or needs arise, we may seek to raise additional cash by selling equity or debt securities.

### **Contractual Obligations, Contingent Liabilities, and Commercial Commitments**

In the normal course of business, we make certain long-term commitments for operating leases, primarily office facilities, bandwidth, and computer rack space. These leases expire on various dates ranging from 2015 to 2023. We expect that the growth of our business will require us to continue to add to and increase our long-term commitments in 2015 and beyond. As a result of our growth strategies, we believe that our liquidity and capital resources requirements will grow.

The following table presents our contractual obligations and commercial commitments, as of March 31, 2015, over the next five years and thereafter (in thousands):

	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating Leases					
Bandwidth leases	\$ 17,328	\$ 12,184	\$ 4,700	\$ 444	\$ —
Rack space leases	21,105	17,073	3,389	643	—
Real estate leases	13,827	3,212	5,793	4,022	800
Total operating leases	52,260	32,469	13,882	5,109	800
Other purchase obligations	596	550	46	—	—
Total commitments	<u>\$ 52,856</u>	<u>\$ 33,019</u>	<u>\$ 13,928</u>	<u>\$ 5,109</u>	<u>\$ 800</u>

### **Off Balance Sheet Arrangements**

As of March 31, 2015, we are not involved in any off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of SEC Regulation S-K.

### **Item 3. *Quantitative and Qualitative Disclosures about Market Risk***

#### ***Interest Rate Risk***

Our exposure to market risk for changes in interest rates relates primarily to our debt and investment portfolio. In our investment portfolio, we do not use derivative financial instruments. Our investments are primarily with our commercial and investment banks and, by policy, we limit the amount of risk by investing primarily in money market funds, United States Treasury obligations, high quality corporate and municipal obligations, and certificates of deposit. We do not believe that a 10% change in interest rates would have a significant impact on our interest income, operating results, or liquidity.

#### ***Foreign Currency Risk***

We operate in the Americas, EMEA and Asia-Pacific. As a result of our international business activities, our financial results could be affected by factors such as changes in foreign currency exchange rates or economic conditions in foreign markets, and there is no assurance that exchange rate fluctuations will not harm our business in the future. We have foreign currency exchange rate exposure on our results of operations as it relates to revenues and expenses denominated in foreign currencies. A portion of our cost of revenues and operating expenses are denominated in foreign currencies as are revenues associated with certain international customers. To the extent that the U.S. dollar weakens, similar foreign currency denominated transactions in the future will result in higher revenues and higher cost of revenues and operating expenses, with expenses having the greater impact on our financial results. Similarly, our revenues and expenses will decrease if the U.S. dollar strengthens against these foreign currencies. Although we will continue to monitor our exposure to currency fluctuations, and, where appropriate, may use financial hedging techniques in the future to minimize the effect of these fluctuations, we are not currently engaged in any financial hedging transactions. Assuming a 10% weakening of the U.S. dollar relative to our foreign currency denominated revenues and expenses, our net loss for the year ended December 31, 2014, and the three months ended March 31, 2015, would have been higher by approximately \$3,019 and \$790, respectively. There are inherent limitations in the sensitivity analysis presented, primarily due to the assumption that foreign exchange rate movements across multiple jurisdictions are similar and would be linear and instantaneous. As a result, the analysis is unable to reflect the

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potential effects of more complex markets or other changes that could arise, which may positively or negatively affect our results of operations.

### ***Inflation Risk***

We do not believe that inflation has had a material effect on our business, financial condition, or results of operations. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

### ***Credit Risk***

During any given fiscal period, a relatively small number of customers typically account for a significant percentage of our revenue. During the three months ended March 31, 2015 and 2014, sales to our top 20 customers accounted for approximately 56% and 50%, respectively, of our total revenue. During the three months ended March 31, 2015, we had no customer who represented 10% or more of our total revenue. During the three months ended March 31, 2014, Netflix represented approximately 12% of our total revenue. In the past, the customers that comprised our top 20 customers have continually changed, and our large customers may not continue to be as significant going forward as they have been in the past.

## **Item 4. Controls and Procedures**

### ***Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures***

We are responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in SEC Rule 13a-15(e) and 15d-15(e). We maintain disclosure controls and procedures, as such term is defined in SEC Rule 13a-15(e) and 15d-15(e), that are designed to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 13a-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of March 31, 2015. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

### ***Changes in Internal Control over Financial Reporting***

There have been no changes in our internal control over financial reporting (as defined in SEC Rules 13a-15(f) and 15d-15(f)) during the fiscal quarter ended March 31, 2015, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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### PART II. OTHER INFORMATION

#### Item 1. *Legal Proceedings*

For a description of our material pending legal proceedings, please refer to Note 9 “Contingencies - Legal Matters” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

#### Item 1A. *Risk Factors*

*Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part I, Item II, and our consolidated financial statements and related notes, before making a decision to invest in our common stock. The risks and uncertainties described below may not be the only ones we face. If any of the risks actually occur, our business, financial condition, operating results and prospects could be materially and adversely affected. In that event, the market price of our common stock could decline, and you could lose part or all of your investment. All information is presented in thousands, except per share amounts, customer count, head count and where specifically noted.*

#### **Risks Related to Our Business**

**We currently face competition from established competitors and may face competition from others in the future.**

We compete in markets that are intensely competitive, rapidly changing and characterized by frequently declining prices, and vendors offering a wide range of alternate solutions. We have experienced and expect to continue to experience increased competition on price, features, functionality, integration and other factors. Many of our current competitors, as well as a number of our potential competitors, have longer operating histories, greater name recognition, broader customer relationships and industry alliances, and substantially greater financial, technical and marketing resources than we do. As a consequence of the competitive dynamics in our market, we have experienced reductions in our prices, and an increased requirement for product advancement and innovation in order to remain competitive, which in turn adversely affect our revenue, gross margin and operating results.

Our primary competitors for the content delivery service offering of our Orchestrate Platform include Akamai, Level 3 Communications, Amazon, CDNetworks, and Verizon Digital Media Services. In addition, a number of companies have recently entered or are currently attempting to enter our market, either directly or indirectly, as a result of the growth in the content delivery market. Some of these new entrants may become significant competitors in the future. Given the relative ease by which customers typically can switch among content delivery service providers, differentiated offerings or pricing by competitors could lead to a rapid loss of customers. Some of our current or potential competitors may bundle their offerings with other services, software or hardware in a manner that may discourage content providers from purchasing the services that we offer. In addition, we face different market characteristics and competition with local content delivery service providers as we expand internationally. Many of these international competitors are very well positioned within their local markets. Increased competition could result in price reductions and revenue shortfalls, loss of customers and loss of market share, which could harm our business, financial condition and results of operations.

Our primary competitors for the other service offerings of our Orchestrate Platform include Brightcove, Ooyala (recently acquired by Telstra), Fastly, Highwinds, Yotta, as well as open source product such as Kaltura. However, the competitive landscape is different from content delivery in this area in that the process of changing vendors can be more costly and complicated for the customer, which could make it difficult for us to attract new customers and increase our market share.

Many of our competitors have greater financial and sales resources than we do. Many have been offering similar services in the markets in which we compete longer than we have. We may not be able to successfully compete against these or new competitors. If we are unable to increase our customer base and increase our market share, our business, financial condition and results of operations may suffer.

**We generate our revenue primarily from the sale of content delivery services, and the failure of the market for these services to expand as we expect or the reduction in spending on those services by our current or potential customers would seriously harm our business.**

While we offer our customers a number of services and solutions associated with our Orchestrate Platform, we generate the majority of our revenue from charging our customers for the content delivered on their behalf through our global

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network. We are subject to an elevated risk of reduced demand for these services. Furthermore, if the market for delivery of rich media content in particular does not continue to grow as we expect or grows more slowly, then we may fail to achieve a return on the significant investment we are making to prepare for this growth. Our success, therefore, depends on the continued and increasing reliance on the Internet for delivery of media content and our ability to cost-effectively deliver these services. Many different factors may have a general tendency to limit or reduce the number of users relying on the Internet for media content, the amount of content consumed by our customers' users, or the number of providers making this content available online, including, among others:

- a general decline in Internet usage;
- third party restrictions on online content (including copyright restrictions, digital rights management and restrictions in certain geographic regions);
- system impairments or outages, including those caused by hacking or cyber attacks; and
- a significant increase in the quality or fidelity of offline media content beyond that available online to the point where users prefer the offline experience.

The influence of any of these or other factors may cause our current or potential customers to reduce their spending on content delivery services, which would seriously harm our operating results and financial condition.

### **If we are unable to sell our services at acceptable prices relative to our costs, our revenue and gross margins will decrease, and our business and financial results will suffer.**

Prices for content delivery services have fallen in recent years and are likely to fall further in the future. We have invested significant amounts in purchasing capital equipment to increase the capacity of our global content delivery network. Our investments in our infrastructure are based upon our assumptions regarding future demand, as well as prices that we will be able to charge for our services. These assumptions may prove to be wrong. If the price that we are able to charge customers to deliver their content falls to a greater extent than we anticipate, if we overestimate future demand for our services, or if our costs to deliver our services do not fall commensurate with any future price declines, we may not be able to achieve acceptable rates of return on our infrastructure investments, and our gross profit and results of operations may suffer dramatically.

As we further expand our global network and the Orchestrate Platform, and as we refresh our network equipment, we are dependent on significant future growth in demand for our services to justify additional capital expenditures. If we fail to generate significant additional demand for our services, our results of operations will suffer, and we may fail to achieve planned or expected financial results. There are numerous factors that could, alone or in combination with other factors, impede our ability to increase revenue, moderate expenses or maintain gross margins, including:

- continued price declines arising from significant competition;
- increasing settlement fees for certain peering relationships;
- failure to increase sales of our Orchestrate Platform services;
- increases in electricity, bandwidth and rack space costs or other operating expenses, and failure to achieve decreases in these costs and expenses relative to decreases in the prices we can charge for our Orchestrate Platform services and products;
- failure of our current and planned services and software to operate as expected;
- loss of any significant customers or loss of existing customers at a rate greater than our increase in new customers or our sales to existing customers;
- failure to increase sales of our Orchestrate Platform services to current customers as a result of their ability to reduce their monthly usage of our services to their minimum monthly contractual commitment;
- failure of a significant number of customers to pay our fees on a timely basis or at all or failure to continue to purchase our Orchestrate Platform services in accordance with their contractual commitments; and
- inability to attract high quality customers to purchase and implement our current and planned services.

A significant portion of our revenue is derived collectively from our video content management services, performance services for website and web application acceleration, and cloud storage services. These services tend to have higher gross margins than our content delivery services. We do not have a long history of offering these services, and we may not be able to achieve the growth rates in such services revenue that we or our investors expect or have experienced in the past. If we are unable to achieve the growth rates in revenue that we expect for these service offerings, our revenue and operating results could be significantly and negatively affected.

### **If we are unable to develop new services and enhancements to existing services or fail to predict and respond to emerging technological trends and customers' changing needs, our operating results and market share may suffer.**

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The market for our Orchestrate Platform services is characterized by rapidly changing technology, evolving industry standards, and new product and service introductions. Our operating results depend on our ability to understand user preferences or predict industry changes. Our operating results also depend on our ability to modify our solutions and services on a timely basis or develop and introduce new services into existing and emerging markets. The process of developing new technologies is complex and uncertain. We must commit significant resources to developing new services or enhancements to our existing services before knowing whether our investments will result in services the market will accept. Furthermore, we may not successfully execute our technology initiatives because of errors in planning or timing, technical hurdles that we fail to overcome in a timely fashion, misunderstandings about market demand or a lack of appropriate resources. As prices for content delivery services fall, we will increasingly rely on new product offerings and other Orchestrate Platform service offerings to maintain or increase our gross margins. Failures in execution, delays in bringing new or improved products or services to market, failure to effectively integrate service offerings, or market acceptance of new services we introduce could result in competitors providing those solutions before we do, which could lead to loss of market share, revenue and earnings.

### **Rapidly evolving technologies or new business models could cause demand for our Orchestrate Platform services to decline or could cause these services to become obsolete.**

Customers, potential customers or third parties may develop technological or business model innovations that address digital delivery requirements in a manner that is, or is perceived to be, equivalent or superior to our Orchestrate Platform service offerings. This is particularly true as our customers increase their operations and begin expending greater resources on delivering their content using third party solutions. If we fail to offer content delivery, video content management and other related services that are competitive to in-sourced solutions, we may lose additional customers or fail to attract customers that may consider pursuing this in-sourced approach, and our business and financial results would suffer.

If competitors introduce new products or services that compete with or surpass the quality or the price or performance of our services, we may be unable to renew our agreements with existing customers or attract new customers at the prices and levels that allow us to generate attractive rates of return on our investment. We may not anticipate such developments and may be unable to adequately compete with these potential solutions. In addition, our customers' business models may change in ways that we do not anticipate, and these changes could reduce or eliminate our customers' needs for our services. If this occurred, we could lose customers or potential customers, and our business and financial results would suffer.

As a result of these or similar potential developments, it is possible that competitive dynamics in our market may require us to reduce our prices faster than we anticipate, which could harm our revenue, gross margin and operating results.

### **Failure to effectively enhance our sales capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our services.**

Increasing our customer base and achieving broader market acceptance of our services will depend to a significant extent on our ability to enhance our sales and marketing operations. We have a concentration of our sales force at our headquarters in Tempe, Arizona, but we also have a widely deployed field sales force. We have aligned our sales resources to improve our sales productivity and efficiency and to bring our sales personnel closer to our current and potential customers. Adjustments to our sales force has been and will continue to be expensive and could cause some near-term productivity impairments. As a result, we may not be successful in improving the productivity and efficiency of our sales force, which could cause our results of operations to suffer.

We believe that there is significant competition for both inside and direct sales personnel with the sales skills and technical knowledge that we require. Our ability to achieve significant growth in revenue in the future will depend, in large part, on our success in recruiting, training and retaining sufficient numbers of inside and direct sales personnel. New hires require significant training and, in most cases, take a significant period of time before they achieve full productivity. Our recent hires and planned hires may not become as productive as we would like, and we may be unable to hire or retain sufficient numbers of qualified individuals in the future in the markets where we do business. Our business will be seriously harmed if our sales force productivity efforts do not generate a corresponding significant increase in revenue.

### **Our business depends on a strong brand reputation. If we are not able to maintain and enhance our brand, our business will suffer.**

We believe that maintaining and enhancing the "Limelight Networks" brand is important to expanding our base of customers and maintaining brand loyalty among customers. We also believe that the importance of brand recognition will increase due to the growing number of competitors providing similar services and solutions. Maintaining and enhancing our brand may require us to make substantial investments in research and development and in the marketing of our solutions and services and these investments may not be successful. If we fail to promote and maintain the "Limelight Networks" brand, or if we incur excessive expenses in this effort, our business and results of operations could be adversely impacted. We anticipate



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that, as our market becomes increasingly competitive, maintaining and enhancing our brand may become increasingly difficult and expensive. Maintaining and enhancing our brand will depend largely on our ability to be a technology leader and to continue to provide high quality solutions and services, which we may not do successfully.

**Many of our significant current and potential customers are pursuing emerging or unproven business models, which, if unsuccessful, or ineffective at monetizing delivery of their content, could lead to a substantial decline in demand for our content delivery and other Orchestrate Platform services.**

Because the proliferation of broadband Internet connections and the subsequent monetization of content libraries for distribution to Internet users are relatively recent phenomena, many of our customers' business models that center on the delivery of rich media and other content to users remain unproven. Some of our customers will not be successful in selling advertising, subscriptions, or otherwise monetizing the content we deliver on their behalf and consequently may not be successful in creating a profitable business model. This will result in some of our customers discontinuing their Internet or web-based business operations and discontinuing use of our services and solutions. Further, any deterioration and related uncertainty in the global financial markets and economy could result in, among other things, reductions in available capital and liquidity from banks and other providers of credit, fluctuations in equity and currency values worldwide, and concerns that portions of the worldwide economy may be in a prolonged recessionary period. Any one or more of these occurrences could materially adversely impact our customers' access to capital or willingness to spend capital on our services or, in some cases, ultimately cause the customer to file for protection from creditors under applicable insolvency or bankruptcy laws or simply go out of business. This uncertainty may also impact our customers' levels of cash liquidity, which could affect their ability or willingness to timely pay for services that they will order or have already ordered from us. From time to time we discontinue service to customers for non-payment of services. We expect further customers may discontinue operations or not be willing or able to pay for services that they have ordered from us. Further loss of customers may adversely affect our financial results.

**We depend on a limited number of customers for a substantial portion of our revenue in any fiscal period, and the loss of, or a significant shortfall in demand from, these customers could significantly harm our results of operations.**

During any given fiscal period, a relatively small number of customers typically account for a significant percentage of our revenue. For the three months ended March 31, 2015, sales to our top 20 customers accounted for approximately 56% of our total revenue. During the three months ended March 31, 2015, we had no customer who represented 10% or more of our total revenue. Large customers may not continue to be as significant going forward as they have been in the past.

In the past, the customers that comprised our top 20 customers have continually changed, and we also have experienced significant fluctuations in our individual customers' usage of our services. As a consequence, we may not be able to adjust our expenses in the short term to address the unanticipated loss of a large customer during any particular period. As such, we may experience significant, unanticipated fluctuations in our operating results that may cause us to not meet our expectations or those of stock market analysts, which could cause our stock price to decline.

**If we are unable to attract new customers or to retain our existing customers, our revenue could be lower than expected and our operating results may suffer.**

To increase our revenue, we must add new customers and sell additional services to existing customers and encourage existing customers to increase their usage levels. If our existing and prospective customers do not perceive our services to be of sufficiently high value and quality, we may not be able to retain our current customers or attract new customers. We sell our services pursuant to service agreements that generally include some form of financial minimum commitment. Our customers have no obligation to renew their contracts for our services after the expiration of their initial commitment, and these service agreements may not be renewed at the same or higher level of service, if at all. Moreover, under some circumstances, some of our customers have the right to cancel their service agreements prior to the expiration of the terms of their agreements. Aside from minimum financial commitments, customers are not obligated to use our services for any particular type or amount of traffic. These facts, in addition to the changing competitive landscape in our market, means that we cannot accurately predict future customer renewal rates or usage rates. Our customers' renewal rates may decline or fluctuate as a result of a number of factors, including:

- their satisfaction or dissatisfaction with our services;
- the prices of our services;
- the prices of services offered by our competitors;
- discontinuation by our customers of their Internet or web-based content distribution business;
- mergers and acquisitions affecting our customer base; and
- reductions in our customers' spending levels.

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If our customers do not renew their service agreements with us, or if they renew on less favorable terms, our revenue may decline and our business may suffer. Similarly, our customer agreements often provide for minimum commitments that are often significantly below our customers' historical usage levels. Consequently, even if we have agreements with our customers to use our services, these customers could significantly curtail their usage without incurring any penalties under our agreements. In this event, our revenue would be lower than expected and our operating results could suffer.

It also is an important component of our growth strategy to market our services and solutions to particular industries or market segments. As an organization, we may not have significant experience in selling our services into certain of these markets. We have only recently begun a number of these initiatives, and our ability to successfully sell our services into these markets to a meaningful extent remains unproven. If we are unsuccessful in such efforts, our business, financial condition and results of operations could suffer.

### **Rapid increase in the use of mobile and alternative devices to access the Internet present significant development and deployment challenges.**

The number of people who access the Internet through devices other than PCs, including mobile devices, game consoles and television set-top devices, has increased dramatically in the past few years. The capabilities of these devices are advancing dramatically and the increasing need to provide a high quality video experience will present us and other providers with significant challenges. If we are unable to deliver our service offerings to a substantial number of alternative device users and at a high quality, or if we are slow to develop services and technologies that are more compatible with these devices, we may fail to capture a significant share of an increasingly important portion of the market. Such a failure could limit our ability to compete effectively in an industry that is rapidly growing and changing, which, in turn, could cause our business, financial condition and results of operations to suffer.

### **Any unplanned interruption or substantial and extensive degradation in the functioning of our network or services, or attacks on our internal information technology systems, could lead to significant costs and disruptions that could reduce our revenue and harm our business, financial results and reputation.**

Our business is dependent on providing our customers with fast, efficient and reliable distribution of content delivery and digital asset management services over the Internet every minute of every day. Many of our customers depend primarily or exclusively on our services to operate their businesses. Consequently, any disruption, or substantial and extensive degradation, of our services could have a material impact on our customers' businesses. Our network or services could be disrupted by numerous events, including natural disasters, failure or refusal of our third party network providers to provide the necessary capacity or access, failure of our software or global network infrastructure and power losses. In addition, we deploy our servers in third party co-location facilities, and these third-party co-location providers could experience system outages or other disruptions that could constrain our ability to deliver our services. We may also experience disruptions caused by software viruses, unauthorized hacking of our systems, security breaches or other cyber attacks by unauthorized users. Any unauthorized hacking of our systems or other cyber attacks by unauthorized users could lead to the unauthorized release of confidential information that could damage our customers' business and reputation, as well as our own.

We could experience a significant, unplanned disruption, or substantial and extensive degradation of our services, or our network may fail in the future. Despite our significant infrastructure investments, we may have insufficient communications and server capacity to address these or other disruptions, which could result in interruptions in our services. Any widespread interruption or substantial and extensive degradation in the functioning of our Orchestrate Platform services for any reason would reduce our revenue and could harm our business and financial results. If such a widespread interruption occurred, or if we failed to deliver content to users as expected during a high-profile media event, game release or other well-publicized circumstance, our reputation could be damaged severely. Moreover, any disruptions, significant degradation, or security breaches could undermine confidence in our services and cause us to lose customers or make it more difficult to attract new ones, either of which could harm our business and results of operations.

### **We are a party to a lawsuit with a significant competitor, and an adverse outcome in that lawsuit is possible, which could have a significant, adverse effect on our financial condition and operations. If an injunction were entered against us, it could force us to cease providing some significant portion of our content delivery services.**

We are currently a defendant in one significant lawsuit (see discussion in "Legal Proceedings" in Part II, Item 1 of this quarterly report on Form 10-Q). The expenses of defending this lawsuit and other lawsuits to which we are or may become a party, particularly fees paid to our lawyers and expert consultants, have been significant and may continue to adversely affect our operating results during the pendency of such lawsuits. Also, this litigation has been a distraction to our management and technical personnel.



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On August 31, 2012, the United States Court of Appeals for the Federal Circuit issued its opinion in *Akamai Technologies, Inc. v. Limelight Networks, Inc.* The Federal Circuit stated that the trial court correctly determined that we did not directly infringe Akamai's '703 patent, and as such it upheld the trial court's decision to vacate the original jury's damages award. The Federal Circuit also held that we did not infringe Akamai's '413 or '645 patents. However, a slim majority in this three-way divided opinion also announced a revised legal theory of induced infringement, remanded the case to the trial court, and gave Akamai an opportunity for a new trial to attempt to prove that we induced our customers to infringe Akamai's patent under the Federal Circuit's new legal standard. We filed a petition to appeal this sharply divided Court of Appeals decision to the United States Supreme Court. On January 10, 2014, the Supreme Court granted our petition for writ of certiorari and did not act on Akamai's cross petition. On April 30, 2014, the Supreme Court heard oral argument in our case. On June 2, 2014, the Supreme Court issued its decision and reversed the Federal Circuit's decision, remanding the case back to that court. On July 24, 2014, the Federal Circuit issued an order vacating its prior judgment, reinstating the appeals, dissolving its *en banc* status, and referring the case back to the original Court of Appeals panel for further proceedings. The Federal Circuit heard arguments on September 11, 2014. An adverse ruling could seriously impact our ability to conduct our business and to offer our products and services to our customers. A permanent injunction could prevent us from operating our content delivery services or from delivering certain types of traffic, which could impact the viability of those portions of our business. Any adverse ruling, in turn, would harm our revenue, market share, reputation, liquidity and overall financial position.

We are from time to time party to other lawsuits in addition to that described above. Lawsuits are expensive to defend and to prosecute, and require a diversion of management time and attention away from other activities to pursue the defense or prosecution of such matters. Adverse ruling in such lawsuits either alone or cumulatively may have an adverse impact on our revenue, expenses, market share, reputation, liquidity and overall financial position.

### **We need to defend our intellectual property and processes against patent or copyright infringement claims, which may cause us to incur substantial costs and threaten our ability to do business.**

Companies, organizations or individuals, including our competitors and non-practicing entities, may hold or obtain patents or other proprietary rights that would prevent, limit or interfere with our ability to make, use or sell our services or develop new services, which could make it more difficult for us to operate our business. From time to time, we may receive inquiries from holders of patents inquiring whether we infringe their proprietary rights. Companies holding Internet-related patents or other intellectual property rights are increasingly bringing suits alleging infringement of such rights or otherwise asserting their rights and seeking licenses. Any litigation or claims, whether or not valid, could result in substantial costs and diversion of resources from the defense of such claims. In addition, many of our agreements with customers require us to defend and indemnify those customers for third-party intellectual property infringement claims against them, which could result in significant additional costs and diversion of resources. If we are determined to have infringed upon a third party's intellectual property rights, we may also be required to do one or more of the following:

- cease selling, incorporating or using products or services that incorporate the challenged intellectual property;
- pay substantial damages;
- obtain a license from the holder of the infringed intellectual property right, which license may or may not be available on reasonable terms or at all; or
- redesign products or services.

If we are forced to litigate any claims or to take any of these other actions, our business may be seriously harmed.

### **Our business may be adversely affected if we are unable to protect our intellectual property rights from unauthorized use or infringement by third parties.**

We rely on a combination of patent, copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. We have applied for patent protection in the United States and a number of foreign countries. These legal protections afford only limited protection and laws in foreign jurisdictions may not protect our proprietary rights as fully as in the United States. Monitoring infringement of our intellectual property rights is difficult, and we cannot be certain that the steps we have taken will prevent unauthorized use of our intellectual property rights. Developments and changes in patent law, such as changes in interpretations of the joint infringement standard, could restrict how we enforce certain patents we hold. We also cannot be certain that any pending or future patent applications will be granted, that any future patent will not be challenged, invalidated or circumvented, or that rights granted under any patent that may be issued will provide competitive advantages to us.

### **We use certain "open-source" software the use of which could result in our having to distribute our proprietary software, including our source code, to third parties on unfavorable terms, which could materially affect our business.**

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Certain of our service offerings use software that is subject to open-source licenses. Open-source code is software that is freely accessible, usable and modifiable. Certain open-source code is governed by license agreements, the terms of which could require users of such open-source code to make any derivative works of such open-source code available to others on unfavorable terms or at no cost. Because we use open-source code, we may be required to take remedial action to protect our proprietary software. Such action could include replacing certain source code used in our software, discontinuing certain of our products or features or taking other actions that could divert resources away from our development efforts.

In addition, the terms relating to disclosure of derivative works in many open-source licenses are unclear. We periodically review our compliance with the open-source licenses we use and do not believe we will be required to make our proprietary software freely available. Nevertheless, if a court interprets one or more such open-source licenses in a manner that is unfavorable to us, we could be required to make some components of our software available at no cost, which could materially and adversely affect our business and financial condition.

### **If we fail to manage future growth effectively, we may not be able to market and sell our services successfully.**

Our future operating results depend to a large extent on our ability to successfully manage our operations. For example, we must be effective in:

- training new sales personnel in our offerings to become productive and generate revenue;
- forecasting revenue;
- controlling expenses and investments in anticipation of expanded operations;
- implementing and enhancing our global network and administrative infrastructure, systems and processes;
- addressing new markets; and
- expanding our international operations.

A failure to manage our growth effectively could materially and adversely affect our ability to market and sell our products and services, which, in turn, would harm our business, financial condition and results of operations.

### **Our results of operations may fluctuate in the future. As a result, we may fail to meet or exceed the expectations of securities analysts or investors, which could cause our stock price to decline.**

Our results of operations may fluctuate as a result of a variety of factors, many of which are outside of our control. If our results of operations fall below the expectations of securities analysts or investors, the price of our common stock could decline substantially. In addition to the effects of other risks discussed in this section, fluctuations in our results of operations may be due to a number of factors, including, among others:

- our ability to increase sales to existing customers and attract new customers to our content delivery and other Orchestrate Platform services;
- the addition or loss of large customers, or significant variation in their use of our content delivery and other Orchestrate Platform services;
- costs associated with current or future intellectual property lawsuits and other lawsuits;
- service outages or third party security breaches to our platform or to one or more of our customers' platforms;
- the amount and timing of operating costs and capital expenditures related to the maintenance and expansion of our business, operations and infrastructure;
- the timing and success of new product and service introductions by us or our competitors;
- the occurrence of significant events in a particular period that result in an increase in the use of our content delivery and other Orchestrate Platform services, such as a major media event or a customer's online release of a new or updated video game or operating system;
- changes in our pricing policies or those of our competitors;
- the timing of recognizing revenue;
- limitations of the capacity of our global network and related systems;
- the timing of costs related to the development or acquisition of technologies, services or businesses;
- the potential write-down or write-off of intangible or other long-lived assets;
- general economic, industry and market conditions (such as fluctuations experienced in the stock and credit markets during times of deteriorated global economic conditions) and those conditions specific to Internet usage;
- limitations on usage imposed by our customers in order to limit their online expenses; and
- war, threat of war or terrorist actions, including cyber terrorism targeted broadly, at us, or our customers, or both, and inadequate cyber security.

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We believe that our revenue and results of operations may vary significantly in the future and that period-to-period comparisons of our operating results may not be meaningful. You should not rely on the results of one period as an indication of future performance.

### **We have a history of losses and we may not achieve or maintain profitability in the future.**

Since 2006, we have been profitable only one year, which was as a result of a reversal of a significant reserve for litigation. Our adoption of ASC 718 in 2006 substantially increased the amount of share-based compensation expense we record and has had a significant impact on our results of operations. This significant amount of share-based compensation expense reflects an increase in the level of stock options, restricted stock and restricted stock unit grants. We have also incurred, and may continue to incur, significant costs associated with litigation. Our share-based compensation expense and any material ongoing litigation costs could adversely affect our ability to achieve and maintain profitability in the future.

We also may not achieve sufficient revenue to achieve or maintain profitability and thus may continue to incur significant losses in the future for a number of reasons, including, among others:

- slowing demand for our services,
- increasing competition and competitive pricing pressures,
- any inability to generally provide our services in a cost-effective manner,
- the incurrence of unforeseen expenses, difficulties, complications and delays, and
- other risks described in this annual report on Form 10-Q.

If we fail to achieve and maintain profitability, the price of our common stock could decline, and our business, financial condition and results of operations could suffer.

### **We could incur charges due to impairment of goodwill and long-lived assets.**

As of March 31, 2015, we had a goodwill balance of approximately \$76,020, which is subject to periodic testing for impairment. Our long-lived assets also are subject to periodic testing for impairment. A significant amount of judgment is involved in the periodic testing. Failure to achieve sufficient levels of cash flow could result in impairment charges for goodwill or fixed asset impairment for long-lived assets, which could have a material adverse effect on our reported results of operations. Our goodwill impairment analysis also includes a comparison of the aggregate estimated fair value of our reporting unit to our total market capitalization. If our stock trades below our book value a significant and sustained decline in our stock price and market capitalization could result in goodwill impairment charges. During times of financial market volatility, significant judgment will be used to determine the underlying cause of the decline and whether stock price declines are short-term in nature or indicative of an event or change in circumstances. Impairment charges, if any, resulting from the periodic testing are non-cash.

### **We may have difficulty scaling and adapting our existing architecture to accommodate increased traffic and technology advances or changing business requirements. This could lead to the loss of customers and cause us to incur unexpected expenses to make network improvements.**

Our content delivery and other Orchestrate Platform services are highly complex and are designed to be deployed in and across numerous large and complex networks. Our global network infrastructure has to perform well and be reliable for us to be successful. The greater the user traffic and the greater the complexity of our solutions and services, the more resources we will need to invest in additional infrastructure and support. Further, as a result of our on-going litigation in the Akamai Technologies, Inc. v. Limelight Networks, Inc. lawsuit, we made significant investment in designing and implementing changes to our network architecture in order to implement our content delivery services in a manner we believe does not infringe the claims of Akamai's '703 patent as alleged in the February 2008 trial. We have spent and expect to continue to spend substantial amounts on the purchase and lease of equipment and data centers and the upgrade of our technology and network infrastructure to handle increased traffic over our network, implement changes to our network architecture and integrate existing solutions and to roll out new solutions and services. This expansion is expensive and complex and could result in inefficiencies, operational failures or defects in our network and related software. If we do not implement such changes or expand successfully, or if we experience inefficiencies and operational failures, the quality of our solutions and services and user experience could decline. From time to time, we have needed to correct errors and defects in our software or in other aspects of our network. In the future, there may be additional errors and defects that may harm our ability to deliver our services, including errors and defects originating with third party networks or software on which we rely. These occurrences could damage our reputation and lead to the loss of current and potential customers, which would harm our operating results and financial condition. We must continuously upgrade our infrastructure in order to keep pace with our customers' evolving demands. Cost increases or the failure to accommodate increased traffic or these evolving business demands without disruption could harm our operating results and financial condition.

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**Our operations are dependent in part upon communications capacity provided by third party telecommunications providers. A material disruption of the communications capacity we have leased could harm our results of operations, reputation and customer relations.**

We lease private line capacity for our backbone from third party providers, including Global Crossing, a company that was acquired by one of our direct competitors. Our contracts for private line capacity generally have terms of three to four years. The communications capacity we have leased may become unavailable for a variety of reasons, such as physical interruption, technical difficulties, contractual disputes, or the financial health of our third party providers. Alternative providers are available; however, it could be time consuming and expensive to promptly identify and obtain alternative third party connectivity. Failure of Global Crossing specifically could jeopardize utilization of the service fees prepaid by us under our agreement with Global Crossing. Additionally, as we grow, we anticipate requiring greater private line capacity than we currently have in place. If we are unable to obtain such capacity from third party providers on terms commercially acceptable to us or at all, our business and financial results would suffer. Similarly, if we are unable to timely deploy enough network capacity to meet the needs of our customer base or effectively manage the demand for our services, our reputation and relationships with our customers would be harmed, which, in turn, could harm our business, financial condition and results of operations.

**Our business depends on continued and unimpeded access to third party controlled end-user access networks.**

Our content delivery services depend on our ability to access certain end-user access networks in order to complete the delivery of rich media and other online content to end-users. Some operators of these networks may take measures that could degrade, disrupt or increase the cost of our or our customers' access to certain of these end-user access networks. Such measures may include restricting or prohibiting the use of their networks to support or facilitate our services, or charging increased fees to us, our customers or end-users in connection with our services. A United States Court of Appeals ruling struck down FCC regulations that prohibited phone and cable companies from discriminating among content producers in delivering data over their networks. As a result, our customers could experience increased cost or slower data on these third-party networks. If we or our customers experience increased cost in delivering content to end users as a result of this ruling, or otherwise, or if end users perceive a degradation of quality, our business and that of our customers may be significantly harmed. This or other types of interference could result in a loss of existing customers, increased costs and impairment of our ability to attract new customers, thereby harming our revenue and growth.

In addition, the performance of our infrastructure depends in part on the direct connection of our global network to a large number of end-user access networks, known as peering, which we achieve through mutually beneficial cooperation with these networks. In some instances, network operators charge us for the peering connections. If, in the future, a significant percentage of these network operators elected to no longer peer with our network or peer with our network on less favorable economic terms, then the performance of our infrastructure could be diminished, our costs could increase and our business could suffer.

**If our ability to deliver media files in popular proprietary content formats was restricted or became cost-prohibitive, demand for our content delivery services could decline, we could lose customers and our financial results could suffer.**

Our business depends on our ability to deliver media content in all major formats. If our legal right or technical ability to store and deliver content in one or more popular proprietary content formats, such as Adobe Flash, was limited, our ability to serve our customers in these formats would be impaired and the demand for our content delivery and other Orchestrate Platform services would decline by customers using these formats. Owners of proprietary content formats may be able to block, restrict or impose fees or other costs on our use of such formats, which could lead to additional expenses for us and for our customers, or which could prevent our delivery of this type of content altogether. Such interference could result in a loss of existing customers, increased costs and impairment of our ability to attract new customers, which would harm our revenue, operating results and growth.

**If we are unable to retain our key employees and hire qualified sales and technical personnel, our ability to compete could be harmed.**

Our future success depends upon the continued services of our executive officers and other key technology, sales, marketing and support personnel who have critical industry experience and relationships that they rely on in implementing our business plan. There is increasing competition for talented individuals with the specialized knowledge to deliver Orchestrate Platform services and this competition affects both our ability to retain key employees and hire new ones. Historically, we have experienced a significant amount of employee turnover, especially with respect to our sales personnel. As a result, a significant number of our sales personnel are relatively new and may need time to become fully productive. The loss of the services of any of our key employees could disrupt our operations, delay the development and introduction of our services, and negatively impact our ability to sell our services.

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### **Our senior management team has limited experience working together as a group, and may not be able to manage our business effectively.**

Six members of our senior management team, our President and Chief Executive Officer, Chief Financial Officer and Treasurer, Chief Sales Officer, our Senior Vice President of Development and Delivery, Senior Vice President of Strategy, Corporate Development & Investor Relations and our Chief Administrative and Legal Officer have been hired by us since November 2012. In addition, in late 2013, we eliminated the position of Chief Operating Officer and the responsibilities of this position were distributed among the current management team. As a result, our senior management team has limited experience working together as a group and is required to perform additional responsibilities. This lack of shared experience and experience with these additional responsibilities could harm our senior management team's ability to quickly and efficiently respond to problems and effectively manage our business.

### **We are subject to the effects of fluctuations in foreign exchange rates, which could affect our operating results.**

The financial condition and results of operations of our operating foreign subsidiaries are reported in the relevant local currency and are then translated into U.S. dollars at the applicable currency exchange rate for inclusion in our consolidated U.S. dollar financial statements. Also, although a large portion of our customer and vendor agreements are denominated in U.S. dollars, we may be exposed to fluctuations in foreign exchange rates with respect to customer agreements with certain of our international customers. Exchange rates between these currencies and U.S. dollars in recent years have fluctuated significantly and may do so in the future. In addition to currency translation risk, we incur currency transaction risk whenever one of our operating subsidiaries enters into a transaction using a different currency than the relevant local currency. Given the volatility of exchange rates, we may be unable to manage our currency transaction risks effectively. Currency fluctuations could have a material adverse effect on our future international sales and, consequently, on our financial condition and results of operations.

### **As part of our business strategy, we may acquire businesses or technologies and may have difficulty integrating these operations.**

We have completed a number of business acquisitions and may seek to acquire businesses or technologies that are complementary to our business in the future. Acquisitions are often complex and involve a number of risks to our business, including, among others;

- the difficulty of integrating the operations, services, solutions and personnel of the acquired companies;
- the potential disruption of our ongoing business;
- the potential distraction of management;
- the possibility that our business culture and the business culture of the acquired companies will not be compatible;
- the difficulty of incorporating or integrating acquired technology and rights with or into our other services and solutions;
- expenses related to the acquisition and to the integration of the acquired companies;
- the impairment of relationships with employees and customers as a result of any integration of new personnel;
- employee turnover from the acquired companies or from our current operations as we integrate businesses;
- risks related to the businesses of acquired companies that may continue to impact the businesses following the merger; and
- potential unknown liabilities associated with acquired companies.

Any inability to integrate services, solutions, operations or personnel in an efficient and timely manner could harm our results of operations.

If we are not successful in completing acquisitions that we may pursue in the future, we may be required to reevaluate our business strategy, and we may incur substantial expenses and devote significant management time and resources without a productive result. In addition, future acquisitions will require the use of our available cash or dilutive issuances of securities. Future acquisitions or attempted acquisitions could also harm our ability to achieve profitability.

### **We face risks associated with international operations that could harm our business.**

We have operations in numerous foreign countries and may continue to expand our sales and support organizations internationally. As part of our growth strategy, we intend to expand our sales and support organizations internationally, as well as to further expand our international network infrastructure. Expansion could require us to make significant expenditures, including the hiring of local employees, in advance of generating any revenue. As a consequence, we may fail to achieve profitable operations that will compensate our investment in international locations. We are subject to a number of risks associated with international business activities that may increase our costs, lengthen our sales cycle and require significant management attention. These risks include:

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- increased expenses associated with sales and marketing, deploying services and maintaining our infrastructure in foreign countries;
- competition from local content delivery service providers, many of which are very well positioned within their local markets;
- challenges caused by distance, language and cultural differences;
- unexpected changes in regulatory requirements preventing or limiting us from operating our global network or resulting in unanticipated costs and delays;
- interpretations of laws or regulations that would subject us to regulatory supervision or, in the alternative, require us to exit a country, which could have a negative impact on the quality of our services or our results of operations;
- longer accounts receivable payment cycles and difficulties in collecting accounts receivable;
- corporate and personal liability for violations of local laws and regulations;
- currency exchange rate fluctuations and repatriation of funds;
- potentially adverse tax consequences;
- credit risk and higher levels of payment fraud; and
- foreign exchange controls that might prevent us from repatriating cash earned in countries outside the United States.

International operations are subject to significant additional risks not generally faced in our domestic operations, including, but not limited to, risks relating to legal systems that may not adequately protect contract and intellectual property rights, policies and taxation, the physical infrastructure of the country, as well as risks relating to potential political turmoil and currency exchange controls. There can be no assurance that these international risks will not materially adversely affect our business. For example, our operations include software development and quality assurance activities in Ukraine, which is currently experiencing a period of social unrest. Should there be significant productivity losses, or if we become unable to conduct operations in Ukraine in the future, and our contingency plans are unsuccessful in addressing the related risks, our business could be adversely affected.

### **Internet-related and other laws relating to taxation issues, privacy, data security and consumer protection and liability for content distributed over our network, could harm our business.**

Laws and regulations that apply to communications and commerce conducted over the Internet are becoming more prevalent, both in the United States and internationally, and may impose additional burdens on companies conducting business online or providing Internet-related services such as ours. Increased regulation could negatively affect our business directly, as well as the businesses of our customers, which could reduce their demand for our services. For example, tax authorities abroad may impose taxes on the Internet-related revenue we generate based on where our internationally deployed servers are located. In addition, domestic and international taxation laws are subject to change. Our services, or the businesses of our customers, may become subject to increased taxation, which could harm our financial results either directly or by forcing our customers to scale back their operations and use of our services in order to maintain their operations. Also, the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the Act), and the regulations promulgated by the Federal Communications Commission under Title II of the Act, may impose obligations on the Internet and those participants involved in Internet-related businesses. In addition, the laws relating to the liability of private network operators for information carried on, processed by or disseminated through their networks are unsettled, both in the United States and abroad. Network operators have been sued in the past, sometimes successfully, based on the content of material disseminated through their networks. We may become subject to legal claims such as defamation, invasion of privacy and copyright infringement in connection with content stored on or distributed through our network. In addition, our reputation could suffer as a result of our perceived association with the type of content that some of our customers deliver. If we need to take costly measures to reduce our exposure to the risks posed by laws and regulations that apply to communications and commerce conducted over the Internet, or are required to defend ourselves against related claims, our financial results could be negatively affected.

Several other federal laws also could expose us to liability and impose significant additional costs on us. For example, the Digital Millennium Copyright Act has provisions that limit, but do not eliminate, our liability for the delivery of customer content that infringe copyrights or other rights, so long as we comply with certain statutory requirements. In addition, the Children’s Online Privacy Protection Act restricts the ability of online services to collect information from minors and the Protection of Children from Sexual Predators Act of 1998 requires online service providers to report evidence of violations of federal child pornography laws under certain circumstances. Also, there are emerging regulation and industry standards regarding the collection and use of personal information and protecting the security of data on networks. Compliance with these laws, regulations and standards is complex and any failure on our part to comply with these regulations may subject us to additional liabilities.

### **Privacy concerns could lead to legislative and other limitations on our ability to use “cookies” and video player “cookies” that are crucial to our ability to provide services to our customers.**

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Our ability to compile data for customers depends on the use of “cookies” and video player “cookies” to identify certain online behavior that allows our customers to measure a website or video’s effectiveness. A cookie is a small file of information stored on a user’s computer that allows us to recognize that user’s browser or video player when the user makes a request for a web page or to play a video. Government authorities inside the United States concerned with the privacy of Internet users have suggested limiting or eliminating the use of cookies. Bills aimed at regulating the collection and use of personal data from Internet users are currently pending in United States Congress and many state legislatures. Attempts at such regulation may be drafted in such a way as to limit or prohibit the use of technology like cookies, thereby creating restrictions that could reduce our ability to use them. In addition, the Federal Trade Commission and the Department of Commerce have conducted hearings regarding user profiling, the collection of non-personally identifiable information and online privacy.

Our foreign operations may also be adversely affected by regulatory action outside the United States. For example, the European Union has adopted a directive addressing data privacy that limits the collection, disclosure and use of information regarding European Internet users. In addition, the European Union has enacted an electronic communications directive that imposes certain restrictions on the use of cookies and also places restrictions on the sending of unsolicited communications. Each European Union member country was required to enact legislation to comply with the provisions of the electronic communications directive. Germany has also enacted additional laws limiting the use of user profiling, and other countries, both in and out of the European Union, may impose similar limitations.

Internet users may directly limit or eliminate the placement of cookies on their computers by using third-party software that blocks cookies, or by disabling or restricting the cookie functions of their Internet browser software and in their video player software. Internet browser software upgrades also may result in limitations on the use of cookies. Technologies like the Platform for Privacy Preferences Project may limit collection of cookies. Plaintiffs’ attorneys also have organized class action suits against companies related to the use of cookies and several companies, including companies in the Internet advertising industry, have had claims brought against them before the Federal Trade Commission regarding the collection and use of Internet user information. We may be subject to such suits in the future, which could limit or eliminate our ability to collect such information. If our ability to use cookies were substantially restricted due to the foregoing, or for any other reason, we would have to generate and use other technology or methods that allow the gathering of user data in order to provide services to customers. This change in technology or methods could require significant re-engineering time and resources, and may not be complete in time to avoid negative consequences to our business. In addition, alternative technology or methods might not be available on commercially reasonable terms, if at all. If the use of cookies is prohibited and we are not able to efficiently and cost effectively create new technology, our business, financial condition and results of operations would be materially adversely affected. In addition, any compromise of security that results in the release of Internet users’ and/or our customers’ data could seriously limit the adoption of our service offerings as well as harm our reputation and brand, expose us to liability and subject us to reporting obligations under various state laws, which could have an adverse effect on our business. The risk that these types of events could seriously harm our business is likely to increase as the amount of data stored for customers on our servers and the number of countries where we operate has been increasing, and we may need to expend significant resources to protect against security breaches, which could have an adverse effect on our business, financial condition or results of operations.

### **If we are required to seek funding, such funding may not be available on acceptable terms or at all.**

We may need to obtain funding due to a number of factors, including a shortfall in revenue, increased expenses, final adverse judgments in litigation matters, increased investment in capital equipment or the acquisition of significant businesses or technologies. We believe that our cash, cash equivalents and marketable securities classified as current plus cash from operations will be sufficient to fund our operations and proposed capital expenditures for at least the next 12 months. However, we may need or desire funding before such time. If we do need to obtain funding, it may not be available on commercially reasonable terms or at all. If we are unable to obtain sufficient funding, our business would be harmed. Even if we were able to find outside funding sources, we might be required to issue securities in a transaction that could be highly dilutive to our investors or we may be required to issue securities with greater rights than the securities we have outstanding today. We might also be required to take other actions that could lessen the value of our common stock, including borrowing money on terms that are not favorable to us. If we are unable to generate or raise capital that is sufficient to fund our operations, we may be required to curtail operations, reduce our capabilities or cease operations in certain jurisdictions or completely.

### **Our business requires the continued development of effective business support systems to support our customer growth and related services.**

The growth of our business depends on our ability to continue to develop effective business support systems. This is a complicated undertaking requiring significant resources and expertise. Business support systems are needed for:

- implementing customer orders for services;

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- delivering these services; and
- timely and accurate billing for these services.

Because our business plan provides for continued growth in the number of customers that we serve and services offered, there is a need to continue to develop our business support systems on a schedule sufficient to meet proposed service roll-out dates. The failure to continue to develop effective business support systems could harm our ability to implement our business plans and meet our financial goals and objectives.

**We have incurred, and will continue to incur significantly increased costs as a result of operating as a public company, and our management is required to devote substantial time to compliance initiatives.**

As a public company, we have incurred, and will continue to incur, significant expenses, including increased accounting, legal and other professional fees, insurance premiums, investor relations costs, and costs associated with compensating our independent directors. In addition, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the SEC and the Nasdaq Global Select Market, impose additional requirements on public companies, including requiring changes in corporate governance practices. For example, the listing requirements of the Nasdaq Global Select Market require that we satisfy certain corporate governance requirements relating to independent directors, audit committees, distribution of annual and interim reports, stockholder meetings, stockholder approvals, solicitation of proxies, conflicts of interest, stockholder voting rights and codes of conduct. Our management and other personnel need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations have increased our legal and financial compliance costs and make some activities more time-consuming and costly. For example, these rules and regulations make it more difficult and more expensive for us to obtain director and officer liability insurance. These rules and regulations could also make it more difficult for us to identify and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

**If the accounting estimates we make, and the assumptions on which we rely, in preparing our financial statements prove inaccurate, our actual results may be adversely affected.**

Our financial statements have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments about, among other things, taxes, revenue recognition, share-based compensation costs, contingent obligations and doubtful accounts. These estimates and judgments affect the reported amounts of our assets, liabilities, revenue and expenses, the amounts of charges accrued by us, and related disclosure of contingent assets and liabilities. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. If our estimates or the assumptions underlying them are not correct, we may need to accrue additional charges or reduce the value of assets that could adversely affect our results of operations, investors may lose confidence in our ability to manage our business and our stock price could decline.

**If we fail to maintain proper and effective internal controls or fail to implement our controls and procedures with respect to acquired or merged operations, our ability to produce accurate financial statements could be impaired, which could adversely affect our operating results, our ability to operate our business and investors' views of us.**

We must ensure that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis. We are required to spend considerable effort on establishing and maintaining our internal controls, which is costly and time-consuming and needs to be re-evaluated frequently.

We have operated as a public company since June 2007, and we will continue to incur significant legal, accounting and other expenses as we comply with the Sarbanes-Oxley Act of 2002, as well as new rules implemented from time to time by the SEC and the Nasdaq Global Select Market. These rules impose various requirements on public companies, including requiring changes in corporate governance practices, increased reporting of compensation arrangements and other requirements. Our management and other personnel will continue to devote a substantial amount of time to these compliance initiatives. Moreover, new rules and regulations will likely increase our legal and financial compliance costs and make some activities more time-consuming and costly. These rules and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

Section 404 of the Sarbanes-Oxley Act of 2002 requires that we include in our annual report our assessment of the effectiveness of our internal control over financial reporting and our audited financial statements as of the end of each fiscal year. Furthermore, our independent registered public accounting firm, Ernst & Young LLP (EY), is required to report on whether it believes we maintained, in all material respects, effective internal control over financial reporting as of the end of the year. Our continued compliance with Section 404 will require that we incur substantial expense and expend significant management time on compliance related issues, including our efforts in implementing controls and procedures related to



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acquired or merged operations. We currently do not have an internal audit group and use an international accounting firm to assist us with our assessment of the effectiveness of our internal controls over financial reporting. In future years, if we fail to timely complete this assessment, or if EY cannot timely attest, there may be a loss of public confidence in our internal controls, the market price of our stock could decline, and we could be subject to regulatory sanctions or investigations by the Nasdaq Global Select Market, the SEC or other regulatory authorities, which would require additional financial and management resources. In addition, any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to timely meet our regulatory reporting obligations.

### **Changes in financial accounting standards or practices may cause adverse, unexpected financial reporting fluctuations and affect our reported results of operations.**

A change in accounting standards or practices can have a significant effect on our operating results and may affect our reporting of transactions completed before the change is effective. New accounting pronouncements and varying interpretations of existing accounting pronouncements have occurred and may occur in the future. Changes to existing rules or the questioning of current practices may adversely affect our reported financial results or the way we conduct our business.

### **Divestiture of our businesses or product lines, including those that we have acquired or will acquire, may materially adversely affect our financial condition, results of operations or cash flows, or may result in impairment charges that may adversely affect our results of operations.**

Divestitures involve risks, including difficulties in the separation of operations, services, products and personnel, the diversion of management's attention from other business concerns, the disruption of our business, the potential loss of key employees and the retention of uncertain contingent liabilities related to the divested business, any of which could result in a material adverse effect to our financial condition, results of operations or cash flows. Divestitures of previously acquired businesses may result in significant asset impairment charges, including those related to goodwill and other intangible assets, which could have a material adverse effect on our financial condition and results of operations. Future impairment may result from, among other things, deterioration in the performance of the acquired business or product line, adverse market conditions and changes in the competitive landscape, adverse changes in applicable laws or regulations, including changes that restrict the activities of the acquired business or product line, changes in accounting rules and regulations, and a variety of other circumstances. The amount of any impairment is recorded as a charge to the statement of operations. We may never realize the full value of our goodwill and intangible assets, and any determination requiring the write-off of a significant portion of these assets may have an adverse effect on our financial condition and results of operations. We cannot assure you that we will be successful in managing these or any other significant risks that we encounter in divesting a business or product line.

### **Risks Related to Ownership of Our Common Stock**

*The trading price of our common stock has been, and is likely to continue to be, volatile.*

The trading prices of our common stock and the securities of technology companies generally have been highly volatile. Factors affecting the trading price of our common stock will include:

- variations in our operating results;
- announcements of technological innovations, new services or service enhancements, strategic alliances or significant agreements by us or by our competitors;
- commencement or resolution of, our involvement in and uncertainties arising from, litigation, particularly our current litigation with Akamai and MIT;
- recruitment or departure of key personnel;
- changes in the estimates of our operating results or changes in recommendations by any securities analysts that elect to follow our common stock;
- developments or disputes concerning our intellectual property or other proprietary rights;
- the gain or loss of significant customers;
- market conditions in our industry, the industries of our customers and the economy as a whole; and
- adoption or modification of regulations, policies, procedures or programs applicable to our business.

In addition, if the market for technology stocks or the stock market in general experiences loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, operating results or financial condition. The trading price of our common stock might also decline in reaction to events or speculation of events that affect other companies in our industry even if these events do not directly affect us.



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***If securities or industry analysts do not publish research or reports about our business or if they issue an adverse or misleading opinion or report, our stock, our stock price and trading volume could decline.***

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. If any of the analysts who cover us issue an adverse or misleading opinion regarding our stock, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

***Insiders have substantial control over us and will be able to influence corporate matters.***

As of March 31, 2015, our directors and executive officers and their affiliates beneficially owned, in the aggregate, approximately 42% of our outstanding common stock, including approximately 30% beneficially owned by investment entities affiliated with Goldman, Sachs & Co. These stockholders are able to exercise significant influence over all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions, such as a merger or other sale of our company or its assets. This concentration of ownership could limit other stockholders' ability to influence corporate matters and may have the effect of delaying or preventing a third party from acquiring control over us.

***Future equity issuances or a sale of a substantial number of shares of our common stock may cause the price of our common stock to decline.***

Because we may need to raise additional capital in the future to continue to expand our business and our research and development activities, among other things, we may conduct additional equity offerings. If we or our stockholders sell substantial amounts of our common stock (including shares issued upon the exercise of options and warrants) in the public market, the market price of our common stock could fall. A decline in the market price of our common stock could make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate.

***Anti-takeover provisions in our charter documents and Delaware law could discourage, delay or prevent a change in control of our company and may affect the trading price of our common stock.***

Provisions of our amended and restated certificate of incorporation and bylaws, as well as provisions of Delaware law, could make it more difficult for a third party to acquire us, even if doing so would benefit our stockholders. These provisions:

- establish that members of the board of directors may be removed only for cause upon the affirmative vote of stockholders owning a majority of our capital stock;
- authorize the issuance of “blank check” preferred stock that could be issued by our board of directors to increase the number of outstanding shares and thwart a takeover attempt;
- limit who may call special meetings of stockholders;
- prohibit stockholder action by written consent, thereby requiring stockholder actions to be taken at a meeting of the stockholders;
- establish advance notice requirements for nominations for election to the board of directors or for proposing matters that can be acted upon at stockholder meetings;
- provide for a board of directors with staggered terms; and
- provide that the authorized number of directors may be changed only by a resolution of our board of directors.

In addition, Section 203 of the Delaware General Corporation Law, which imposes certain restrictions relating to transactions with major stockholders, may discourage, delay or prevent a third party from acquiring us.

## **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

### ***Issuers Purchases of Equity Securities***

The following is a summary of our repurchases of common stock during the three months ended March 31, 2015 (in thousands, except share and per share data):

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<b>Period</b>	<b>Total Number of Shares Purchased</b>	<b>Average Price Paid Per Share (1)</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)</b>	<b>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (2)</b>
January 1, - January 31, 2015	293,300	\$ 2.79	293,300	\$ 9,525
February 1, - February 28, 2015	—	\$ —	—	\$ 9,525
March 1, - March 31, 2015	—	\$ —	—	\$ 9,525
	<u>293,300</u>	<u>\$ 2.79</u>	<u>293,300</u>	

(1) Includes commissions, markups and expenses

(2) On February 12, 2014, our board of directors authorized a \$15,000 share repurchase program. Under the current authorization, we may repurchase shares periodically in the open market or through privately negotiated transactions, in accordance with applicable securities rules regarding issuer repurchases. All repurchased shares were canceled and returned to authorized but unissued status.

### **Item 3. Defaults upon Senior Securities**

Not applicable

### **Item 4. Mine Safety Disclosures**

Not applicable

### **Item 5. Other Information**

None.

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### Item 6. Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Provided Herewith
		Form	File No.	Exhibit	Filing Date	
3.01	Amended and Restated Certificate of Incorporation of Limelight Networks, Inc.	8-K	001-33508	3.1	6/14/11	
3.02	Second Amended and Restated Bylaws of Limelight Networks, Inc.	8-K	001-33508	3.2	2/19/13	
10.1	Transition and employment agreement between the Registrant and Philip C. Maynard dated March 2, 2015					X
10.2	Employment agreement between the Registrant and Michael D. DiSanto effective April 1, 2015					X
31.1	Certification of Principal Executive Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
31.2	Certification of Principal Financial Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14 (b).*					X
32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14 (b).*					X
101.INS	XBRL INSTANCE DOCUMENT					X
101.SCH	XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT					X
101.CAL	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE DOCUMENT					X
101.DEF	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE DOCUMENT					X
101.LAB	XBRL TAXONOMY EXTENSION LABEL LINKBASE DOCUMENT					X
101.PRE	XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE DOCUMENT					X

\*This certification is not deemed “filed” for purposes of Section 18 of the Securities Exchange Act, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent that Limelight Networks, Inc. specifically incorporates it by reference.





in this Agreement will have the meaning given those defined terms in the Employment Agreement.

- a. Transition Period means the period beginning on the Effective Date and ending on March 31, 2015 (the "Separation Date").
  - b. Consulting Period means the period beginning on the Separation Date and ending on December 31, 2015 (the "Consulting Expiration Date").
  - c. Equity Awards means all stock options ("Options") and restricted stock units ("RSUs") granted to Executive and currently outstanding as of the Effective Date.
  - d. Continued Vesting Date means September 30, 2015.
2. Performance of Duties During Transition Period. During the Transition Period Executive will continue to perform all of his duties and responsibilities as Senior Vice President, Chief Legal Officer and Secretary, provided however the parties intend and expect that certain of Executive's duties and responsibilities may be transitioned to his successor, interim successor or another person prior to the Separation Date. Executive will work diligently and in good faith to train and prepare his successor or interim successor to assume the responsibilities of Chief Legal Officer and to effect a smooth transition of his duties and responsibilities to his successor or interim successor. Executive's employment will terminate on the Separation Date.
  3. Performance of Duties During Consulting Period. During the Consulting Period Executive agrees, subject to his reasonable availability and upon reasonable request by the Company, to provide advice and consultation regarding the transition of legal matters pending as of the Separation Date, including pending litigation matters, and as such shall remain a service provider as defined in the Plan during the Consulting Period. The parties do not anticipate that such advisory and consulting work will exceed 100 hours during the Consulting Period. If such work exceeds 100 hours during the Consulting then Executive may invoice the Company, and Company agrees to pay Executive, for such additional work at the rate of \$300 per hour. All work under this section 3 will be subject to and covered by all rights under Company insurance and to indemnification rights Executive has as of the Effective Date under the Company's Certificate of Incorporation, Bylaws, this Agreement, or the Indemnity Agreement.
  4. Termination on the Separation Date. On the Separation Date, subject to Section 6 (release of claims), Executive will receive: (i) unpaid Base Salary accrued through the Separation Date; (ii) benefits or compensation as provided under the terms of any executive benefit and compensation agreements or plans applicable to Executive through the effective date of termination; (iii) unreimbursed business expenses required to be reimbursed to Executive; (iv) rights to indemnification Executive may have under the Company's Certificate of Incorporation, Bylaws, this Agreement, and/or the Indemnity Agreement,



as applicable; (v) an amount equal to twelve (12) months of Executive's Base Salary of \$281,216.00; and (vi) reimbursement for premiums paid for continued health benefits for Executive (and any eligible dependents) under the Company's health plans until the earlier of (A) twelve (12) months, payable when such premiums are due (provided Executive validly elects to continue coverage under COBRA), or (B) the date upon which Executive and Executive's eligible dependents become covered under similar plans. Subject to IRC section 409A, the amount in subsection (v) above will be paid in a lump sum on the later of (a) the Separation Date, or (b) within seven (7) days following the effective date of the Release referenced in Section 6 below. Executive acknowledges that he will not receive any payment for accrued and unused vacation and waives any right thereto that may exist. Executive may also retain his existing Company issued laptop and iPad, and Executive will work with Company I.T. personnel to assure Company confidential information is removed.

5. Continued Vesting of Equity Awards Through the Continued Vesting Date. Executive's existing Equity Awards will continue to vest in accordance with the existing vesting schedules through the Continued Vesting Date. All Equity Awards unvested as of the end of the Continued Vesting Date will be forfeited on that date. Executive will be entitled to exercise outstanding vested Options until the first to occur of: (i) December 31, 2015, (ii) the applicable scheduled expiration date of such award as set forth in the award agreement, or (iii) the ten (10) year anniversary of the award's original date of grant. For purposes of clarity, the term "expiration date" shall be the scheduled expiration of the option agreement and not the period that Executive shall be entitled to exercise such option.
6. Release of Claims. The receipt of any benefits pursuant to Sections 4(v) – (vi), and 5 is subject to and conditioned upon Executive signing and not revoking a release of claims in a form reasonably acceptable to the Company (and substantially in the form attached hereto as Exhibit A) and honoring all continuing covenants in this Agreement, the Employment Agreement (including without limitation the provisions of section 9 thereof) and the Inventions Agreement. No severance or other benefits pursuant to those provisions will be paid or provided until the release of claims becomes effective.
7. Letter of Recommendation. If Executive continues to perform his duties in good faith and to the best of his abilities throughout the Transition Period, the Company will provide a favorable letter of recommendation for Executive if and when requested.
8. Amendment of Employment Agreement. This Agreement amends the Employment Agreement and supersedes the Employment Agreement to the extent provisions between the documents are inconsistent, and in particular, this Agreement supersedes the provisions of section 8 of the Employment Agreement regarding severance benefits. For the avoidance of doubt, if Executive is entitled to any benefits under this Agreement, Executive shall not be entitled to any different or additional benefits under the

Employment Agreement. Except to the extent amended or superseded the provisions of the Employment Agreement remain in full force. The provisions of the Employment Agreement that are not amended or superseded by this Agreement are applicable to, and incorporated into, this Agreement, including sections 16, 17 and 19 through 26 of the Employment Agreement.

9. Integration. This Agreement, together with the Employment Agreement, Inventions Agreement, Indemnity Agreement and the forms of equity award agreements that describe Executive'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.
10. Notices. Section 13 of the Employment Agreement, Notices, is amended to include the following updated address for notices to the Company:  
222 So. Mill Ave.  
Suite 800  
Tempe, Arizona 85281  
Attn: Vice President of Human Resources  
If to Executive:  
1374 Catalina Street, Laguna Beach, CA 92651

In witness whereof, this Agreement has been signed as of the day and year first above written.

COMPANY:  
LIMELIGHT NETWORKS, INC.

/s/ Robert Lento Date: March 2, 2015  
Robert Lento, Chief Executive Officer

EXECUTIVE:

/s/ Philip C. Maynard Date: March 2, 2015  
Philip C. Maynard

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### **Section 3: EX-10.2 (EXHIBIT 10.2)**

**LIMELIGHT NETWORKS, INC.**

**MICHAEL DISANTO EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is entered into as of April 1, 2015 (the "Signing Date"), by and between Limelight Networks, Inc. (the "Company") and Michael D. DiSanto ("Executive").

1. Duties and Scope of Employment.

- (a) Positions and Duties. Effective as of April 1, 2015 (the "Effective Date"), Executive will commence service as the

Company's Senior Vice President, Chief Administrative and Legal Officer & Secretary ("CLO"). Executive will report to the Company's Chief Executive Officer (the "CEO"). As of the Effective Date, Executive will render such business and professional services in the performance of his duties, consistent with Executive's position within the Company, as will reasonably be assigned to him by the CEO or the Company's Board of Directors (the "Board"). The period Executive is employed by the Company under this Agreement is referred to herein as the "Employment Term." Executive will be based at his home office in Cincinnati, Ohio but will spend such time in the Company's Tempe, Arizona office, and will travel on Company business to such other locations and for such periods, as may be necessary or appropriate to carry out his responsibilities.

(b) Obligations. During the Employment Term, Executive, except as provided in this Agreement, will devote Executive's full business efforts and time to the Company and will use good faith efforts to discharge Executive's obligations under this Agreement to the best of Executive's ability and in accordance with each of the Company's written corporate guidance and ethics guidelines, conflict of interests policies, code of conduct and other policies and procedures as the Company may adopt from time to time. For the duration of the Employment Term, Executive 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 Executive may, without the approval of the CEO, serve in any capacity with any civic, educational, professional, industry or charitable organization, provided such services do not interfere with Executive's performance of his obligations to Company, are disclosed in writing to the Company, and are otherwise consistent with the Company's policies. Subject to prior approval of the CEO and, in appropriate cases (as determined by the Company) the prior approval of the Audit Committee of the Board (which approval will not be unreasonably withheld), Executive may also serve on the board(s) of for-profit business associations provided such participation does not interfere with Executive's performance of his obligations to the Company, are disclosed in writing to the Company, are consistent with the terms of Executive's employment with the Company (including without limitation the restrictive covenants in the Confidential Information Agreement, as defined in Section 12 below) and are consistent with the Company's policies (including without limitation the Company's Code of Business Conduct). Notwithstanding the foregoing, the Company acknowledges that Executive currently serves on the board of directors for the following entities: Questus Analytics and Bow Tie Foundation. Executive's service on those boards does not violate this Section 1(b).

(c) No Conflicts. Executive hereby represents, warrants and covenants to the Company that as of the Effective Time, Executive will not be a party to any contract, understanding, agreement or policy, written or otherwise, that will be breached by Executive's entering into, or performing services under, this Agreement. Executive further represents that he has disclosed to the Company in writing all threatened, pending, or actual claims that are unresolved and still outstanding as of the Signing Date, in each case, against Executive of which he is aware, if any, as a result of his employment with any previous employer or his membership on any boards of directors.

(d) Other Entities. Executive agrees to serve if appointed, without additional compensation, as an officer and director for each of the Company's subsidiaries, partnerships, joint ventures, limited liability companies and other affiliates, including entities in which the Company has a significant investment as determined by the Company. As used in this Agreement, the term "affiliates" will mean any entity controlled by, controlling, or under common control of the Company.

2. At-Will Employment. Executive and the Company agree that Executive's employment with the Company constitutes "at-will" employment. Executive and the Company acknowledge that this employment relationship may be terminated at any time, upon written notice (in accordance with Section 14, below) to the other party, with or without good cause or for any or no cause, at the option either of the Company or Executive. However, as described in this Agreement, Executive may be entitled to severance benefits depending upon the circumstances of Executive's termination of employment.

### 3. Compensation.

(a) Base Salary. Commencing with the Effective Date, the Company will pay Executive an annual salary of \$300,000 as compensation for his services (such annual salary, as is then effective, to be referred to herein as "Base Salary"). Executive's Base Salary will be subject to annual review. 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. Executive will be eligible to receive annual cash incentives payable for the achievement of performance goals established by the Board or by the Compensation Committee of the Board (the "Committee"). During calendar year 2015, Executive's target annual incentive ("Target Annual Incentive") will be \$150,000. The Target Annual Incentive for 2015 shall be prorated for the portion of calendar year 2015 during which Executive is an employee of the Company. The actual

earned annual cash incentive, if any, payable to Executive for any performance period will depend upon the extent to which the 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 Executive 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<sup>th</sup> of the year following the year in which such annual cash incentives are earned. To be eligible to receive the earned annual cash incentive payment, Executive must be an employee of the Company on the actual bonus payment date, provided however Executive will remain eligible to receive his annual cash incentive amount if he is terminated by the Company without Cause or Executive resigns with Good Reason after December 31 of the year to which the annual cash incentive payment relates and before the actual bonus payment date. For clarity, Executive will not be eligible for an annual cash incentive payment if he voluntarily resigns without Good Reason or is terminated for Cause prior to the actual bonus payment date.

(c) Equity Awards.

(i) On the grant date set by the Committee, the Company will issue to Executive 150,000 Restricted Stock Units (“RSUs”) and 300,000 non-qualified stock options (“Stock Options”) pursuant the Company’s 2007 Equity Incentive Plan (the “Plan”). The RSUs and Stock Options will be granted under and subject to the terms, definitions and provisions of the Plan and the Company’s form of equity award agreement. The exercise price of the Stock Options will be the fair market value of the Company’s common shares (as defined in the Plan) on the grant date (which will be the date the grant is approved by the Committee or such later day as may be set by the Committee in accordance with the Company’s Equity Award Policy). One-quarter (1/4<sup>th</sup>) of the RSUs will vest on June 1, 2016, and one-sixteenth (1/16<sup>th</sup>) will vest on September 1, 2016 and an additional one-sixteenth (1/16<sup>th</sup>) will vest on the first day of each December, March, June, and September thereafter until all of the RSUs have vested (four years), provided Executive continues to be a Service Provider (as defined in the Plan) through each such vesting date. One-quarter (1/4<sup>th</sup>) of the Stock Options will also vest on the first anniversary of the Effective Date, and one-forty-eighth (1/48<sup>th</sup>) of the Stock Options will vest on the 1<sup>st</sup> day of May, 2016 and on the 1<sup>st</sup> day of each month thereafter until all of the Stock Options have vested (four years), provided Executive continues to be a service Provider through each such vesting date. The Company will use commercially reasonable efforts to set the grant date on the Effective Date.

(ii) On the grant date set by the Committee, the Company will grant Executive 75,000 Restricted Stock Units (the “Initial RSUs”) under the Plan. The Initial RSUs will fully vest thirty (30) days after the Effective Date, and will be subject to the terms and conditions of the Plan and the written RSU Agreement governing the award.

(iii) Executive may from time to time be issued stock options, RSUs or other equity awards under the Plan or a successor plan. Such awards together with the equity awards issued pursuant to this Agreement may be referred to in this Agreement as “Equity Awards.”

(iv) In the event that the Company consummates a Change of Control transaction (as defined below), 50% of Executive’s then outstanding unvested Equity Awards will vest immediately with such vesting being applied in reverse order such that the Equity Awards with the latest vesting date first become non-forfeitable under this provision provided that there remain at least six (6) months of vesting term remain after application of the reverse order vesting. In the event Executive’s employment is terminated in connection with a Change of Control, the balance of Executive’s then outstanding Equity Awards may vest as provided in Section 7(b) below.

(d) Reimbursement of Attorneys’ Fees. Executive shall be entitled to receive reimbursement from the Company for the actual, reasonable attorneys’ fees and costs incurred by him in connection with the review and negotiation of this Agreement not to exceed \$5,000 dollars.

4. Employee Benefits.

(a) Generally. Executive will be eligible to participate in accordance with the terms of all Company employee benefit plans, policies, arrangements and perquisites that are applicable to other senior officers of the Company and no less beneficial to Executive than those applicable to previous chief executive officers of the Company (excluding use of his personal airplane), as such plans, policies, arrangements and perquisites may exist from time to time.

(b) Vacation. Executive will be entitled to receive paid annual vacation in accordance with Company policy for other vice president level officers as such policy exists from time to time, provided that, if the Company (or any successor in interest) adopts a paid vacation policy that accrues a specified amount of time for vice president level officers, then Executive will accrue no less than five (5) weeks annually.

5. Expenses. The Company will reimburse Executive for reasonable travel, (including business or first class airfare), entertainment and other business expenses, including professional association fees, incurred by Executive in the furtherance of the performance of Executive's duties hereunder. Executive is expected to travel to the Company's Tempe, Arizona and other offices, as is reasonably practical in the Executive's discretion. All reimbursements to Executive 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 Executive's employment with the Company terminates for any reason, Executive 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) benefits or compensation as provided under the terms of any employee benefit and compensation agreements or plans applicable to Executive; (d) unreimbursed business expenses required to be reimbursed to Executive; (e) rights to indemnification Executive may have under the Company's Certificate of Incorporation, Bylaws and this Agreement as applicable, and (f) pay for accrued but unused vacation (if the Company, or any successor in interest, has an actual accrual policy). In the event Executive's employment with the Company terminates for any reason (other than Cause), Executive will be entitled to exercise any outstanding vested stock options until the first to occur of: (i) the date that is one (1) year following the later of such termination of employment or the date upon which Executive ceases to be a Service Provider (as defined in the Plan), (ii) the applicable scheduled expiration date of such award (in the absence of any termination of employment) as set forth in the award agreement, or (iii) the ten (10) year anniversary of the award's original date of grant. For purposes of clarity, the term "expiration date" shall be the scheduled expiration of the option agreement and not the period that Executive shall be entitled to exercise such option. In addition, if the termination is by the Company without Cause or resignation by Executive for Good Reason, Executive will be entitled to the amounts and benefits specified in Section 7.

7. Severance.

(a) Termination Without Cause or Resignation for Good Reason other than in Connection with a Change of Control. If Executive's employment is terminated by the Company without Cause or Executive terminates voluntarily for Good Reason and such termination is not in Connection with a Change of Control, then, subject to Section 8, Executive will receive: (i) continued payment of Executive's Base Salary (subject to applicable tax withholdings) for twelve (12) months, such amounts to be paid in accordance with the Company's normal payroll policies; (ii) the actual earned cash incentive, if any, payable to Executive for the current year, pro-rated to the date of termination, with such pro-rated amount to be calculated by multiplying the actually earned portion of 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 executive officers, and (iii) reimbursement for premiums paid for continued health benefits for Executive (and any eligible dependents) under the Company's health plans until the earlier of (A) twelve (12) months, payable when such premiums are due (provided Executive validly elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA")), or (B) the date upon which Executive and Executive's eligible dependents become covered under similar plans. For purposes of clarity, the Compensation Committee of the Board shall determine, in good faith, the extent to which any cash incentive has been earned by Executive.

(b) Termination Without Cause or Resignation for Good Reason in Connection with a Change of Control. If Executive's employment is terminated by the Company without Cause or Executive terminates voluntarily for Good Reason and the termination is in Connection with a Change of Control, then, subject to Section 8, Executive will receive: (i) continued payment of Executive's Base Salary for the year in which the termination occurs (subject to applicable tax withholdings), for twelve (12) months, such amounts to be paid in accordance with the Company's normal payroll policies; (ii) the payment in an amount equal to 100% of Executive's Target Annual Incentive for the year in which the termination occurs (subject to applicable tax withholdings), such amounts to be paid in accordance with the Company's normal payroll policies over the course of twelve (12) months; (iii) 100% of Executive's then outstanding unvested Equity Awards will vest, and (iv) reimbursement for premiums paid for continued health benefits for Executive (and any eligible dependents) under the Company's health plans until the earlier of (A) twelve (12) months, payable when such premiums are due (provided Executive validly elects to continue coverage under COBRA), or (B) the date upon which Executive and Executive's eligible dependents become covered under similar plans.

(c) Resignation Other than for Good Reason or Termination for Cause. If Executive resigns other than for Good Reason or is terminated for Cause by the Company, then, except as provided in Section 6, (i) all further vesting of Executive's outstanding Equity Awards will terminate immediately and stock options shall be exercisable as provided in Section 6; (ii) all payments of compensation by the Company to Executive hereunder will terminate immediately, and (iii) Executive will be eligible for severance

benefits only in accordance with the Company's then established plans.

(d) Termination as a Result of Death or Disability. In the event that Executive's employment is terminated due to death or Disability, twenty-five percent (25%) of Executive's then unvested Equity Awards shall vest.

8. Conditions to Receipt of Severance: No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. The receipt of any severance or other benefits pursuant to Section 7 will be subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company and provided that such release of claims becomes effective and irrevocable no later than sixty (60) days following the termination date (such deadline, the "Release Deadline"). The Company shall deliver the Release to Executive within five (5) business days after the date of termination. No severance or other benefits pursuant to Section 7 will be paid or provided until the separation agreement and release of claims becomes effective and irrevocable. If the separation agreement and release of claims does not become effective by the Release Deadline, Executive 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 24), will be paid on, or, in the case of installments, will not commence until, the sixtieth (60<sup>th</sup>) day following Executive's "separation from service", or, if later, such time as required by Section 24. Any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's "separation from service" but for the preceding sentence will be paid to Executive on the sixtieth (60<sup>th</sup>) day following Executive's "separation from service" and the remaining payments will be made as provided in this Agreement. If Executive should die before all of the severance amounts have been paid, such unpaid amounts will be paid in a lump-sum payment promptly following such event to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(b) Non-solicitation and Non-competition. The receipt of any severance or other benefits pursuant to Section 7 is subject to Executive agreeing that during the Employment Term and for twelve (12) months thereafter, Executive will comply with all of the restrictive covenants contained in the Confidential Information Agreement (as defined in Section 12 below), including without limitation, the non-compete, non-solicitation of employees and non-solicitation of customers covenants contained in Section 5 of the Confidential Information Agreement.

(c) Nondisparagement. During the Employment Term and for twelve (12) months thereafter, Executive and the Company in its official communications will not knowingly and materially disparage, criticize, or otherwise make any derogatory statements regarding the other. The Company will instruct its officers and directors to not knowingly and materially disparage, criticize, or otherwise make any derogatory statements regarding Executive. Notwithstanding the foregoing, nothing contained in this agreement will be deemed to restrict Executive, the Company or any of the Company's current or former officers and/or directors from providing factual information to any governmental or regulatory agency (or in any way limit the content of any such information) to the extent they are requested or required to provide such information pursuant to applicable order, subpoena, law or regulation.

(d) Other Requirements. Executive's receipt of continued severance payments pursuant to Section 7 will be subject to Executive continuing to comply with the terms of the Confidential Information Agreement and the provisions of this Section 8, to the extent consistent with Section 409A (as defined below).

(e) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such 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 Executive'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 Executive 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 Executive. 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 Executive's equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis.

The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the change of control resulting in the parachute payment shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the change of control, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within fifteen (15) calendar days after the date on which Executive's right to a payment is triggered (if requested at that time by the Company or Executive) or such other time as requested by the Company or Executive. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Executive, provided that nothing in this paragraph shall prevent Executive from challenging any such "excess parachute payment" or excise tax determination directly with the Internal Revenue Service.

## 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 Executive with respect to Executive's obligations under this Agreement or otherwise relating to the business of the Company, or failure or refusal, after written notice thereof from the CEO and an opportunity to cure of at least 10 business days, to carry out lawful directions from the CEO with respect to Executive's obligations under this Agreement or otherwise relating to the business of the Company;

(ii) Any act of personal dishonesty taken by Executive 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 Executive;

(iii) Executive's conviction of, or plea of nolo contendere to, a felony that the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business;

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

(v) Executive 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 Executive admits or denies liability);

(vi) Executive (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, Executive's failure to waive attorney-client privilege relating to communications with Executive's own attorney in connection with an Investigation will not constitute "Cause"; or

(vii) Executive's disqualification or bar by any governmental or self-regulatory authority from serving in the capacity contemplated by this Agreement or Executive's loss of any governmental or self-regulatory license that is reasonably necessary for Executive 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 Executive's employment, Executive will serve in the capacity contemplated by this Agreement to whatever extent legally permissible and, if Executive's employment is not permissible, Executive 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 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 Executive'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 Executive's mental or physical illness or injury.

(d) In Connection with a Change of Control. For purposes of this Agreement, a termination of Executive's employment with the Company is "in Connection with a Change of Control" if Executive'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.

(e) Good Reason. For purposes of this Agreement, "Good Reason" means Executive's voluntary resignation of employment because of the existence of any of the following reasons and which reason(s) continue following the expiration of any cure period (as discussed below), without Executive's written consent:

(i) A material reduction without his consent of the Executive's title, authority, duties, or responsibilities from those in effect immediately prior to the reduction, or an adverse change in the Executive's reporting responsibilities; provided however, a sale, separation or spin-off of a portion of the Company's business operations, provided the Company remains a going concern and provided Executive's duties, position and responsibilities with respect to the remaining business operations are not materially reduced will also not be considered a basis for Good Reason resignation;

(ii) A material reduction in Executive's cash compensation (either Base Salary, or Base Salary and Annual Incentive Target combined) as in effect immediately prior to such reduction. Notwithstanding the foregoing, a one-time reduction that also is applied to other similarly situated executive officers of the Company and which one-time reduction reduces the cash compensation by a percentage reduction of 10% or less in the aggregate will not be deemed material and will not constitute "Good Reason";

(iii) A failure by the Company to require any successor entity to the Company specifically to assume all of the Company's obligations to the Executive under this Agreement;

(iv) A material change in the geographic location from which Executive must perform services (that is, a requirement that Executive re-locate his permanent residence from his then-current location or travel for business more than 10 calendar days each month); or

(v) A material breach by the Company (or its successor) of any material contractual obligation owed Executive pursuant to this Agreement (including, without limitation, the failure of the Company to obtain the assumption of this Agreement by a successor) that is not cured following notice and a reasonable cure period as provided below.

Executive will not resign for Good Reason without first providing the Company with written notice within thirty (30) days of the event that Executive 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.

11. Indemnification. Subject to applicable law, Executive will be provided indemnification to the maximum extent permitted by the Company's Certificate of Incorporation, Bylaws and an Indemnification Agreement between Executive and Company of even date herewith (the "Indemnification Agreement"). Executive will be provided directors and officers insurance coverage, on terms no less favorable than provided to any other Company executive officer or director.

12. Confidential Information. Executive will execute or if previously executed hereby re-affirms the form of At-Will Employment, Confidential Information, Inventions Assignment and Arbitration Agreement, appended hereto as Exhibit A (the "Confidential Information Agreement"). In the event of any inconsistency between the terms of this Agreement and the terms of the



Confidential Information Agreement, this Agreement will prevail.

13. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive'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 Executive 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 Executive's right to compensation or other benefits will be null and void. This Section 13 will in no way prevent Executive from transferring any vested property he owns.

14. 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:

222 South Mill Ave., Suite 800  
Tempe, Arizona 85281  
Attn: Vice President of Human Resources

With Copy to:

222 South Mill Ave., Suite 800  
Tempe, Arizona 85281  
Attn: Assistant General Counsel

If to Executive:

at the last residential address known by the Company.

15. Severability. If any provision hereof becomes or is 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.

16. Arbitration. The parties agree that any and all disputes arising out of the terms of this Agreement, Executive's employment by the Company, Executive's service as an officer or director of the Company, or Executive's compensation and benefits, their interpretation and any of the matters herein released, will be subject to binding arbitration in accordance with the terms of section 12 of the Confidential Information Agreement. 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 Executive's obligations under this Agreement and the Confidential Information Agreement.

17. Integration. This Agreement, together with the Confidential Information Agreement, the Indemnification Agreement between the Company and Executive and the forms of equity award agreements that describe Executive's outstanding Equity Awards, represents the entire agreement and understanding between the parties as to the subject matter herein and supersede all prior or contemporaneous agreements, whether written or oral. No waiver, 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 Executive's hire, the terms in this Agreement will prevail.

18. 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.

19. Survival. The Confidential Information Agreement and the Company's and Executive's responsibilities under Sections 6, 7, 8, 11 and 12 will survive the termination of this Agreement.

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

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

22. Governing Law. This Agreement will be governed by the laws of the state of Arizona without regard to its conflict of laws provisions.

23. Acknowledgment. Executive 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.

24. Code Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no severance payable to Executive, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits that are considered nonqualified 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 Executive has a "separation from service" within the meaning of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Compensation Separation Benefits that are payable within the first six (6) months following Executive'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 Executive'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 Executive dies following Executive'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 Executive'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-1(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of clause (i) 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) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Company's taxable year preceding the Company's taxable year of Executive's termination of employment as determined under Treasury Regulation 1.409A-1(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 Executive'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 Executive 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 Executive under Section 409A.

25. 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.

26. Attorney's Fees. If, in any action at law or in equity, it is necessary to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief that such party may be entitled.

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/ Robert A. Lento     Date: March 18, 2015  
Robert A. Lento, CEO

EXECUTIVE:

/s/ Michael D. DiSanto     Date: March 9, 2015  
Michael D. DiSanto

**[SIGNATURE PAGE TO DISANTO EMPLOYMENT AGREEMENT]**

**Exhibit A**

**FORM OF CONFIDENTIAL INFORMATION AGREEMENT**

**Section 4: EX-31.1 (EXHIBIT 31.1)**





