

Limelight Networks, Inc.
Form S-4/A
March 31, 2010
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As filed with the Securities and Exchange Commission on March 31, 2010

Registration No. 333-164874

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 2

TO

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Limelight Networks, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of

incorporation)

7389
(Primary Standard Industrial

Classification Code Number)

20-1677033
(I.R.S. Employer

Identification Number)

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2220 W. 14th Street

Tempe, Arizona 85281

(602) 850-5000

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Jeffrey W. Lunsford

President, Chief Executive Officer and Chairman

Limelight Networks, Inc.

2220 W. 14th Street

Tempe, Arizona 85281

(602) 850-5000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

With Copies to:

Mark L. Reinstra, Esq.

John J. Vincent

W. Benjamin Barkley, Esq.

Michael S. Ringler, Esq.

Chief Executive Officer and Chairman

Kilpatrick Stockton LLP

Wilson Sonsini Goodrich & Rosati

EyeWonder, Inc.

1100 Peachtree Street, Suite 2800

Professional Corporation

229 Peachtree Street, NE

Atlanta, Georgia 30309

650 Page Mill Road

International Tower, Suite 1700

(404) 815-6500

Palo Alto, California 94304-1050

Atlanta, Georgia 30303

(650) 493-9300

(678) 891-2020

Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the merger described in the enclosed document.

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If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. "

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

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. (Check one):

Large accelerated filer " Accelerated filer Non-accelerated filer " Smaller reporting company "

(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) "

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) "

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such dates as the Commission, acting pursuant to said Section 8(a), may determine.

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Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This document shall not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY SUBJECT TO COMPLETION DATED MARCH 31, 2010

SPECIAL MEETINGS OF STOCKHOLDERS

MERGERS PROPOSED YOUR VOTE IS VERY IMPORTANT

On December 21, 2009, Limelight Networks, Inc., referred to as Limelight, and EyeWonder, Inc., referred to as EyeWonder, announced a business combination in which a direct, wholly owned subsidiary of Limelight will merge with and into EyeWonder, with EyeWonder continuing as the interim surviving entity, and, immediately thereafter, EyeWonder will merge with and into a second direct, wholly owned subsidiary of Limelight, with such subsidiary continuing as the final surviving entity. The first merger is referred to herein as the first-step merger, the second merger is referred to herein as the second-step merger, and together these mergers are referred to herein as the merger.

If the merger is completed, the holders of shares of EyeWonder capital stock outstanding immediately prior to the completion of the merger will receive, in the aggregate, \$62 million in cash, subject to certain adjustments as described below, and 12,740,000 shares of Limelight common stock. In addition, EyeWonder securityholders may receive up to an aggregate amount of 4,774,000 shares of Limelight common stock and approximately \$292,000 after the closing of the merger if certain performance metrics are satisfied.

Upon the completion of the merger, Limelight will deduct an amount of cash and Limelight common stock with an aggregate value of approximately \$11 million from the total merger consideration otherwise payable in the merger to EyeWonder securityholders to be held in escrow as security for indemnification claims under the agreement and plan of merger entered into by Limelight and EyeWonder, dated as of December 21, 2009, which is referred to in this proxy statement/prospectus as the merger agreement. The escrow fund will be held until June 28, 2011, subject to any unresolved indemnification claims.

The amount of cash and stock payable to the EyeWonder securityholders at closing is subject to a number of factors summarized below that will not be known with certainty until after the closing of the merger.

The \$62 million cash portion of the aggregate merger consideration will be adjusted upward by the amount of EyeWonder's cash and cash equivalents as of the closing and the amount by which its working capital exceeds \$8.3 million at closing, and downward by the amount of EyeWonder's debt outstanding at closing, EyeWonder's transaction costs not paid prior to closing, and the amount by which EyeWonder's working capital is less than \$8.3 million at closing. EyeWonder currently estimates that the adjustments will reduce the cash portion of the merger consideration by approximately \$11.6325 million, resulting in an estimated \$50.3675 million of cash payable to the EyeWonder securityholders at the closing, or approximately \$2.1090 per share of EyeWonder common stock based on an estimated 23,882,275 shares of EyeWonder common stock outstanding as of the closing and after giving effect to the exercise or conversion of all outstanding stock options and warrants. For a more complete description of the potential adjustments to the cash portion of the aggregate merger consideration, we urge you to read the section entitled "Summary - The Merger Agreement - Merger Consideration" beginning on page 14 of this proxy statement/prospectus.

EyeWonder securityholders will also be entitled to receive as part of the merger consideration an aggregate of 12,740,000 shares of Limelight common stock, or approximately 0.5335 shares of Limelight common stock for each share of EyeWonder common stock they hold. An estimated 3,013,699 of these shares, or 0.1262 shares for each share of EyeWonder common stock outstanding as of the closing, will be placed in escrow pursuant to the merger agreement and not delivered until after the end of the escrow period, which will expire on June 28, 2011. Accordingly, at closing, EyeWonder securityholders will

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receive approximately 0.4073 shares of Limelight common stock for each share of EyeWonder common stock they hold upon completion of the merger.

If the performance metrics are satisfied, EyeWonder securityholders will receive up to an additional 4,774,000 shares of Limelight common stock and \$292,000 in cash in approximately April 2011, or 0.1999 shares for each share of EyeWonder common stock held as of the closing and \$0.01 per share of EyeWonder common stock held as of the closing.

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The above per share amounts are estimates only and are subject to change under certain circumstances as described above and set forth more fully in the merger agreement. The merger agreement does not provide for a maximum cap or other limitation on the amount of such adjustments to the cash portion of the aggregate merger consideration. The actual consideration EyeWonder securityholders receive in exchange for their EyeWonder stock may be more, less or the same as these estimates. For a more complete description of what EyeWonder securityholders will receive in the merger, see the section entitled Summary The Merger Agreement Merger Consideration beginning on page 14 of this proxy statement/prospectus.

The stock component of the merger consideration will not be adjusted for changes in the stock price of Limelight before or after the merger is completed. Limelight common stock is listed on the Nasdaq Global Market under the symbol LLNW. On [], 2010, the last trading day before the date of this proxy statement/prospectus, the closing price of Limelight common stock was \$[] per share.

Stockholders of Limelight will be asked, at Limelight's special meeting of stockholders, to approve the issuance of shares of Limelight common stock to the stockholders of EyeWonder. Stockholders of EyeWonder will be asked, at EyeWonder's special meeting of stockholders, to adopt the merger agreement.

The dates, times and places of the special meetings are as follows:

For Limelight stockholders:
April 30, 2010
9:00 a.m., local time
Sheraton Phoenix Airport Hotel Tempe
1600 South 52nd Street
Tempe, Arizona 85281

For EyeWonder stockholders:
April 28, 2010
9:00 a.m., local time
EyeWonder, Inc.
229 Peachtree Street, NE
International Tower, Suite 1700
Atlanta, Georgia 30303

This proxy statement/prospectus provides you with information about Limelight, EyeWonder and the proposed transaction. You may obtain other information about Limelight from documents filed with the Securities and Exchange Commission. We encourage you to read the entire proxy statement/prospectus carefully.

Jeffrey W. Lunsford
President, Chief Executive Officer and Chairman
Limelight Networks, Inc.

John J. Vincent
Chief Executive Officer and Chairman
EyeWonder, Inc.

FOR A DISCUSSION OF SIGNIFICANT MATTERS THAT SHOULD BE CONSIDERED BEFORE VOTING AT THE SPECIAL MEETINGS, SEE RISK FACTORS BEGINNING ON PAGE 26.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES REGULATORS HAVE APPROVED OR DISAPPROVED THE LIMELIGHT COMMON STOCK TO BE ISSUED IN THE TRANSACTION OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROXY STATEMENT/PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This proxy statement/prospectus is dated [], 2010, and is first being mailed to stockholders of Limelight and EyeWonder on or about [], 2010.

THIS PROXY STATEMENT/PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES NOR A SOLICITATION OF AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

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LIMELIGHT NETWORKS, INC.

2220 W. 14th Street

Tempe, Arizona 85281

(602) 850-5000

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON APRIL 30, 2010

[], 2010

To the Stockholders of Limelight Networks, Inc.:

On behalf of the board of directors of Limelight Networks, Inc., a Delaware corporation (Limelight), Limelight is pleased to deliver this proxy statement/prospectus relating to the proposed mergers by which Limelight is proposing to acquire EyeWonder, Inc., a Delaware corporation (EyeWonder), pursuant to that certain Agreement and Plan of Merger, dated as of December 21, 2009, among Limelight, Elvis Merger Sub One Corporation, a Delaware corporation and a wholly owned subsidiary of Limelight, Elvis Merger Sub Two LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Limelight, EyeWonder, John J. Vincent, as stockholder representative and Deutsche Bank National Trust, as Escrow Agent. A special meeting of stockholders of Limelight will be held on April 30, 2010 at 9:00 a.m., local time, at the Sheraton Phoenix Airport Hotel Tempe, located at 1600 South 52nd Street, Tempe, Arizona 85281, for the following purposes:

Proposal No. 1. To consider and vote upon the issuance of shares of Limelight common stock in the merger of Elvis Merger Sub One Corporation with and into EyeWonder as contemplated by the merger agreement.

Proposal No. 2. To consider and vote upon an adjournment of the Limelight special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1.

The Limelight special meeting will also address such other business as may properly come before the Limelight special meeting or any adjournment or postponement thereof.

The Limelight board of directors has fixed March 31, 2010 as the record date for the determination of stockholders entitled to notice of, and to vote at, the Limelight special meeting and any adjournment or postponement thereof. Only holders of record of shares of Limelight common stock at the close of business on the record date are entitled to notice of, and to vote at, the Limelight special meeting. At the close of business on the record date, Limelight had outstanding and entitled to vote [] shares of common stock.

Your vote is important. The affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy at the Limelight special meeting is required for approval of each of Proposal No. 1 and Proposal No. 2 above. THE APPROVAL OF PROPOSAL NO. 1 IS A CONDITION TO THE COMPLETION OF THE MERGER. Even if you plan to attend the Limelight special meeting in person, Limelight requests that you sign and return the enclosed proxy card as instructed on the enclosed proxy card, and thus ensure that your shares will be represented at the Limelight special meeting if you are unable to attend. If you sign, date and mail your proxy card without indicating how you wish to vote, your proxy will be counted as a vote in favor of each of Proposals Nos. 1 and 2 above. If you fail to return your proxy card, your shares will not be counted for purposes of determining whether a quorum is present at the Limelight special meeting. If you do attend the Limelight special meeting and wish to vote in person, you may withdraw your proxy and vote in person.

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By Order of the Board of Directors,

Jeffrey W. Lunsford

President, Chief Executive Officer and Chairman

Tempe, Arizona

[], 2010

THE LIMELIGHT BOARD OF DIRECTORS HAS UNANIMOUSLY DETERMINED AND BELIEVES THAT THE ISSUANCE OF SHARES OF LIMELIGHT COMMON STOCK IN THE MERGER DESCRIBED ABOVE IS ADVISABLE TO, AND IN THE BEST INTERESTS OF, LIMELIGHT AND ITS STOCKHOLDERS, AND UNANIMOUSLY RECOMMENDS THAT LIMELIGHT STOCKHOLDERS VOTE FOR PROPOSAL NO. 1 AND FOR PROPOSAL NO. 2.

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EYEWONDER, INC.

229 Peachtree Street, NE

International Tower, Suite 1700

Atlanta, Georgia 30303

(678) 891-2020

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON APRIL 28, 2010

[], 2010

To the Stockholders of EyeWonder, Inc.:

EyeWonder, Inc., a Delaware corporation (EyeWonder), will hold a special meeting of stockholders at 229 Peachtree Street, NE, International Tower, Suite 1700, Atlanta, Georgia 30303, at 9:00 a.m., local time, on April 28, 2010 to consider and vote upon the following proposals:

Proposal No. 1. To adopt the Agreement and Plan of Merger, dated as of December 21, 2009, by and among Limelight, Elvis Merger Sub One Corporation, Elvis Merger Sub Two LLC, EyeWonder, John J. Vincent, as stockholder representative, and Deutsche Bank National Trust Company, as Escrow Agent.

Proposal No. 2. To approve the conversion of each share of outstanding EyeWonder Series A preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation.

Proposal No. 3. To approve the conversion of each share of outstanding EyeWonder Series B preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation.

Proposal No. 4. To approve the adjournment or postponement of the special meeting, if necessary, if a quorum is present, to solicit additional proxies, in the event that there are not sufficient votes at the time of the special meeting to approve Proposal No. 1.

The EyeWonder special meeting will also address such other business as may properly come before the EyeWonder special meeting or any adjournment or postponement thereof.

The EyeWonder board of directors has fixed the close of business on March 31, 2010 as the date for notice of the special meeting. The EyeWonder board of directors has fixed the close of business on March 31, 2010 as the record date for the special meeting. Only EyeWonder stockholders of record on the notice date are entitled to notice of the special meeting, or any adjournment or postponement of the special meeting. Only EyeWonder stockholders of record on the record date are entitled to vote at the special meeting, or any adjournment or postponement of the special meeting. Approval of the merger proposal requires the affirmative vote of the holders of at least a majority of the outstanding shares of EyeWonder common stock and preferred stock entitled to vote at the special meeting (voting as a single class). Approval of the conversion of each share of outstanding Series A preferred stock into common stock requires the affirmative vote of at least a majority of the outstanding shares of EyeWonder Series A preferred stock. Approval of the conversion of each share of outstanding Series B preferred stock into common stock requires the affirmative vote of the holders of at least a majority of the outstanding shares of EyeWonder Series B preferred stock. In the event that a quorum is not present in person or represented by proxy at the special meeting, a majority of the outstanding shares that are present in person or represented by proxy and entitled to vote at the special meeting or, in the absence of any such stockholder, any officer entitled to preside at, or act as secretary of the meeting, may adjourn the meeting to another place, date or time. If a quorum is present in person or represented by proxy at the special meeting, approval of the adjournment proposal requires the affirmative vote of the majority of the outstanding shares of common stock and preferred stock that are present in person or represented by proxy and entitled to vote at the special meeting.

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Regardless of whether you plan to attend the special meeting, please submit your proxy with voting instructions. Please vote as soon as possible. If you hold stock in your name as a stockholder of record, please vote your shares by completing, signing, dating and returning the enclosed proxy card. If you sign, date and return your proxy card without indicating how you wish to vote, your proxy will be counted as a vote in favor of each of Proposal No. 1, Proposal No. 2, Proposal No. 3 and Proposal No. 4. This will not prevent you from voting in person, but it will help to secure a quorum and avoid additional solicitation costs. Any holder of EyeWonder capital stock who is present at the special meeting may vote in person instead of by proxy, thereby canceling any previous proxy. In any event, a proxy may be revoked in writing at any time before the special meeting in the manner described in the accompanying document.

The EyeWonder board of directors has unanimously determined and believes that the merger is advisable and fair to, and in the best interest of, EyeWonder and its stockholders, and unanimously recommends that EyeWonder stockholders vote FOR approval of Proposal No. 1, FOR approval of Proposal No. 2, FOR approval of Proposal No. 3 and FOR approval of Proposal No. 4.

By Order of the Board of Directors,

Sincerely,

John J. Vincent

Chief Executive Officer and Chairman

[], 2010

YOUR VOTE IS IMPORTANT.

PLEASE VOTE YOUR SHARES PROMPTLY, REGARDLESS OF WHETHER YOU PLAN TO ATTEND THE SPECIAL MEETING.

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REFERENCES TO ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates important business and financial information about Limelight from documents that are not included in or delivered with this document. You can obtain documents incorporated by reference in this proxy statement/prospectus, other than certain exhibits to those documents, or filed as exhibits to the registration statement of which this proxy statement/prospectus is a part, by requesting them in writing or by telephone from Limelight at the following address:

Limelight Networks, Inc.

2220 W. 14th Street

Tempe, Arizona 85281

Attention: Paul Alfieri, Investor Relations

Telephone: 917-297-4241

You will not be charged for any of these documents that you request. If you would like to request documents, please do so by April 23, 2010 to receive them before the special meeting. If you request any incorporated documents, Limelight will strive to mail them to you by first-class mail, or other equally prompt means, within one business day of receipt of your request.

See Where You Can Find More Information on page 164.

ABOUT THIS PROXY STATEMENT/PROSPECTUS

This proxy statement/prospectus, which forms a part of a registration statement on Form S-4 filed with the Securities and Exchange Commission, referred to as the SEC, constitutes a prospectus of Limelight under Section 5 of the Securities Act of 1933, as amended, referred to as the Securities Act, with respect to the shares of Limelight common stock to be issued to EyeWonder securityholders in connection with the merger. This document also constitutes a proxy statement under Section 14(a) of the Securities Exchange Act of 1934, as amended, referred to as the Exchange Act, and the rules thereunder, and a notice of meeting with respect to the special meeting of Limelight stockholders to consider and vote upon the issuance of shares of Limelight common stock proposal and the adjournment proposal.

Except as otherwise provided herein, all descriptions of and calculations made under the terms of the merger agreement and the transactions contemplated by the merger agreement, including the merger, assume that no EyeWonder stockholders exercise appraisal rights under Delaware law. A copy of the Delaware statutory provisions relating to appraisal rights is included as Annex E to this proxy statement/prospectus, and a summary of these provisions can be found in the section entitled Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Appraisal Rights.

To facilitate the reading of this proxy statement/prospectus, in referring to we, us and other first person declarations, we are referring to both Limelight and EyeWonder or, in some instances, the combined company as it would exist following the completion of the merger.

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QUESTIONS AND ANSWERS ABOUT THE MERGER

Q: What is the merger?

A: Limelight and EyeWonder have entered into an agreement and plan of merger, dated as of December 21, 2009, which is referred to in this proxy statement/prospectus as the merger agreement, that contains the terms and conditions of the proposed acquisition of EyeWonder by Limelight. Under the merger agreement, Elvis Merger Sub One Corporation, a wholly owned subsidiary of Limelight, will merge with and into EyeWonder with EyeWonder continuing as the interim surviving entity. We refer to this transaction as the first step merger. The merger agreement contemplates that immediately following the first step merger, Limelight will cause EyeWonder to merge with and into Elvis Merger Sub Two LLC, a wholly owned subsidiary of Limelight, with Elvis Merger Sub Two LLC continuing as the surviving entity. This transaction is referred to as the second step merger and, together with the first step merger, are referred to as the merger. The shares of Limelight common stock to be issued to EyeWonder securityholders in the first step merger are expected to represent approximately 13% of the outstanding shares of Limelight common stock immediately following the completion of the merger, which percentage is based upon the number of outstanding shares of Limelight common stock on March 1, 2010. For a more complete description of the merger, please see the section entitled "Limelight Proposal No. 1 and EyeWonder Proposal No. 1 – The Merger" on page 71.

Q: Why am I receiving this proxy statement/prospectus?

A: You are receiving this proxy statement/prospectus because you have been identified as a stockholder of either Limelight or EyeWonder, and thus you are entitled to vote at the applicable company's special meeting. This document serves as both a proxy statement of Limelight and EyeWonder, used to solicit proxies for the respective special meetings, and as a prospectus of Limelight, used to offer shares of Limelight common stock pursuant to the terms of the merger agreement. This document contains important information about the merger and the special meetings of the respective stockholders of Limelight and EyeWonder, and you should read it carefully.

Q: What is required to complete the merger?

A: To complete the merger, Limelight stockholders must approve the issuance of shares of Limelight common stock in the first merger, which approval requires the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy at the Limelight special meeting. In addition, EyeWonder stockholders must adopt the merger agreement, which adoption requires the affirmative vote of the holders of a majority of the outstanding shares of EyeWonder capital stock having voting power, present in person or by proxy, at the special meeting. In addition to the receipt of stockholder approval and appropriate regulatory approvals, including antitrust clearance, each of the other closing conditions set forth in the merger agreement must be satisfied or waived. For a more complete description of the closing conditions under the merger agreement, we urge you to read the section entitled "The Merger Agreement – Conditions to Complete the Merger" on page 108 and the merger agreement attached to this proxy statement/prospectus as Annex A.

Q: What will EyeWonder securityholders receive in the merger?

A: As a result of the merger, EyeWonder securityholders will receive a combination of cash in the aggregate amount of \$62 million, subject to adjustments as described below, and 12,740,000 shares of Limelight common stock. In addition, EyeWonder securityholders may receive up to an aggregate amount of 4,774,000 shares of Limelight common stock and approximately \$292,000 after the closing of the merger if certain performance metrics are satisfied. The amount of cash and stock payable to the EyeWonder

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securityholders at closing is subject to a number of factors which we summarize below that will not be known with certainty until after the closing.

The \$62 million cash portion of the aggregate merger consideration will be adjusted upward by the amount of EyeWonder's cash and cash equivalents as of the closing and the amount by which its working capital exceeds \$8.3 million at closing, and downward by the amount of EyeWonder's debt outstanding at closing, EyeWonder's transaction costs not paid prior to closing, and the amount by which EyeWonder's working capital is less than \$8.3 million at closing. EyeWonder currently estimates that the adjustments will reduce the cash portion of the merger consideration by approximately \$11.6325 million, resulting in an estimated \$50.3675 million of cash payable to the EyeWonder securityholders at the closing, or approximately \$2.1090 per share of EyeWonder common stock based on an estimated 23,882,275 shares of EyeWonder common stock outstanding as of the closing and after giving effect to the exercise or conversion of all outstanding stock options and warrants.

EyeWonder securityholders will also be entitled to receive as part of the merger consideration an aggregate of 12,740,000 shares of Limelight common stock, or approximately 0.5335 shares of Limelight common stock for each share of EyeWonder common stock they hold. An estimated 3,013,699 of these shares, or 0.1262 shares for each share of EyeWonder common stock outstanding as of the closing, will be placed in escrow pursuant to the merger agreement and not delivered until after the end of the escrow period on June 28, 2011, subject to any indemnification claims made by Limelight under the merger agreement. Accordingly, at closing, EyeWonder stockholders will receive approximately 0.4073 shares of Limelight common stock for each share of EyeWonder common stock they hold upon the completion of the merger.

If the performance metrics are satisfied, EyeWonder securityholders will receive up to an additional 4,774,000 shares of Limelight common stock and \$292,000 in cash in approximately April 2011, or 0.1999 shares for each share of EyeWonder common stock held as of the closing and \$0.01 per share of EyeWonder common stock held as of the closing.

You should be aware that the above per share amounts are estimates only and are subject to change under certain circumstances as described above and set forth more fully in the merger agreement, and that the merger agreement does not provide for a maximum cap or other limitation on the amount of such adjustments to the cash portion of the aggregate merger consideration. The actual consideration EyeWonder securityholders receive in exchange for their EyeWonder stock may be more, less or the same as these estimates. For a more complete description of what EyeWonder securityholders will receive in the merger, we urge you to read the section entitled "The Merger Agreement Merger Consideration" on page 93 and the merger agreement attached to this proxy statement/prospectus as Annex A. We also refer you to the tables on pages 14 to 15 of the summary to this proxy statement/prospectus.

Q: What will holders of EyeWonder preferred stock receive as a result of the merger?

A: Immediately prior to the effective time of the first-step merger, each outstanding share of EyeWonder preferred stock will be converted into shares of EyeWonder common stock in accordance with the EyeWonder certificate of incorporation and will be entitled to receive the same consideration per share as the other issued and outstanding shares of EyeWonder common stock. For more information, we urge you to read the section entitled "The Merger Agreement Merger Consideration" on page 93 and the merger agreement attached to this proxy statement/prospectus as Annex A.

Q: Is any portion of the merger consideration being set aside as an escrow?

A: Yes. Upon the completion of the merger, Limelight will deduct an amount of cash and Limelight common stock with an aggregate value of approximately \$11 million from the total merger consideration otherwise payable in the merger to EyeWonder securityholders to be held in escrow as security for indemnification claims under the merger agreement. Limelight and EyeWonder agreed in the merger agreement to use as many Limelight shares in the escrow as was practicable given U.S. tax considerations. As such, the

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aggregate of (A) the lesser of (i) 3,013,699 shares of Limelight common stock and (ii) the maximum number of shares of Limelight common stock that would result in the cash portion of the merger consideration payable by Limelight not exceeding 60% of the total consideration paid at closing, and (B) cash in the amount of \$11 million minus the product of (i) the number of shares of Limelight included as part of the escrow amount in accordance with the terms just described, times (ii) \$3.65, will be set aside in the escrow. Based on the adjustments that we currently expect to be made to the cash portion of the merger consideration, we estimate that the escrow will consist solely of 3,013,699 shares of Limelight common stock, and no cash. The escrow fund will be held until June 28, 2011, subject to any unresolved indemnification claims. For more information, we urge you to read the section entitled "The Merger Agreement - Closing Payment Procedures" on page 96 and the merger agreement attached to this proxy statement/prospectus as Annex A.

Q: What are the earn-out provisions?

A: In addition to the merger consideration, Limelight will issue to the EyeWonder securityholders, in proportion to their pro rata portions, a number of shares of Limelight common stock and cash determined by certain performance metrics of the final surviving entity during the performance period, which is the calendar year ending December 31, 2010. The maximum aggregate number of shares of Limelight common stock and cash that may be issued to the EyeWonder securityholders under the earn-out provisions is 4,774,000 and approximately \$292,000 cash. For more information, we urge you to read the section entitled "The Merger Agreement - Closing Payment Procedures" on page 96 and the merger agreement attached to this proxy statement/prospectus as Annex A.

Q: What will holders of EyeWonder options and warrants receive as a result of the merger?

A: Each EyeWonder stock option that is outstanding and unexercised immediately prior to the completion of the first merger will be cancelled and will not be assumed by Limelight. Additionally, Limelight will not assume any EyeWonder warrants in connection with the merger. After the effective time of the merger, Limelight intends to instruct the exchange agent to pay any holder of EyeWonder options not exercised prior to the effective time the merger consideration into which the shares of EyeWonder stock underlying such options could have been converted as of immediately prior to the effective time had such options been exercised, less the exercise price of such options and less the pro rata portion of the escrow amount attributable to such shares of EyeWonder stock. At the effective time of the merger, each EyeWonder warrant then outstanding will be cancelled and converted without exercise into and represent the right to receive the merger consideration into which the shares of EyeWonder stock underlying such EyeWonder warrant have been converted, less the conversion price of such EyeWonder warrant and less the pro rata portion of the escrow amount attributable to such shares of EyeWonder stock.

The exercise price for each outstanding EyeWonder stock option ranges from \$0.005 per option to \$2.00 per option and the conversion price for each outstanding EyeWonder warrant ranges from \$0.0002 per share to \$0.75 per share. Based on the exercise price and conversion price of each outstanding EyeWonder stock option and EyeWonder warrant, as applicable, none of the outstanding EyeWonder stock options or EyeWonder warrants will be underwater at the closing of the merger.

For illustrative purposes only and based on the assumptions set forth in the section entitled "Summary - The Merger Agreement - Merger Consideration" beginning on page 14, each outstanding EyeWonder option exercisable for a share of EyeWonder common stock and each outstanding EyeWonder warrant convertible into a share of EyeWonder common stock will receive the following consideration at closing in connection with the merger:

if the exercise price for such EyeWonder option or warrant is \$0.005, \$2.1040 in cash and 0.4073 shares of Limelight common stock;

if the exercise price for such EyeWonder option or warrant is \$0.29, \$1.8190 in cash and 0.4073 shares of Limelight common stock;

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if the exercise price for such EyeWonder option or warrant is \$0.75, \$1.3590 in cash and 0.4073 shares of Limelight common stock;

if the exercise price for such EyeWonder option is \$1.50, \$0.6090 in cash and 0.4073 shares of Limelight common stock; and

if the exercise price for such EyeWonder option or warrant is \$2.00, \$0.1090 in cash and 0.4073 shares of Limelight common stock. For more information, please see *The Merger Agreement – Treatment of EyeWonder Stock Options and Warrants* on page 95.

Q: If I am a Limelight stockholder, how does the Limelight board of directors recommend that I vote?

A: After careful consideration, the Limelight board of directors unanimously recommends that Limelight stockholders vote **FOR** Proposal No. 1 to approve the issuance of shares of Limelight common stock in the first merger, and **FOR** Proposal No. 2 to adjourn the Limelight special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1. For a description of the reasons underlying the recommendations of the Limelight board of directors, see the sections entitled *Limelight Proposal No. 1 and EyeWonder Proposal No. 1 – The Merger – Reasons for the Merger – Limelight’s Reasons for the Merger* on page 74, and the section entitled *Limelight Proposal No. 2 – Possible Adjournment of the Limelight Special Meeting* on page 134.

Q: If I am an EyeWonder stockholder, how does the EyeWonder board of directors recommend that I vote?

A: After careful consideration, the EyeWonder board of directors unanimously recommends that EyeWonder stockholders vote **FOR** Proposal No. 1 to adopt the merger agreement, **FOR** Proposal No. 2 to approve the conversion of each share of outstanding EyeWonder Series A preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation and **FOR** Proposal No. 3 to approve the conversion of each share of outstanding EyeWonder Series B preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation. The EyeWonder board of directors also recommends that EyeWonder stockholders vote **FOR** Proposal No. 4 to adjourn or postpone the special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1. For a description of the reasons underlying the recommendations of the EyeWonder board of directors, see the sections entitled *Limelight Proposal No. 1 and EyeWonder Proposal No. 1 – The Merger – Reasons for the Merger* on page 76 and the sections entitled *EyeWonder Proposal No. 2 – Conversion of Series A Preferred Stock* on page 134, *EyeWonder Proposal No. 3 – Conversion of Series B Preferred Stock* on page 135, and *EyeWonder Proposal No. 4 – Possible Adjournment of the EyeWonder Special Meeting* on page 135.

Q: What risks should I consider in deciding whether to vote in favor of the proposals being submitted to the stockholders of Limelight and EyeWonder?

A: You should carefully review the section of this proxy statement/prospectus entitled *Risk Factors* on page 26, which presents risks and uncertainties related to the merger, Limelight and EyeWonder.

Q: Can I attend the special meeting and vote my shares in person?

A: Yes. All stockholders, including stockholders of record and stockholders who hold their shares through banks, brokers, nominees or any other holder of record, are invited to attend the special meeting of Limelight or EyeWonder, as applicable. Holders of record of Limelight common stock and holders of record of EyeWonder common stock and preferred stock can vote in person at the applicable special meeting. If you are not a stockholder of record, you must obtain a proxy, executed in your favor, from the record holder of your shares,

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such as a broker, bank or other nominee, to be able to vote in person at the special meeting. If you plan to attend a special meeting, you must hold your shares in your own name or have a letter from

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the record holder of your shares confirming your ownership, and you must bring a form of personal photo identification with you to be admitted. Limelight and EyeWonder each reserve the right to refuse admittance to anyone without proper proof of share ownership or without proper photo identification.

Q: If my shares of common stock are held in street name by my broker, will my broker automatically vote my shares for me?

A: No. Your broker cannot vote your shares without instructions from you. You should instruct your broker as to how to vote your shares, following the directions your broker provides to you. Please check the voting form used by your broker.

Q: Can I change my vote?

A: Yes. You may change your vote at any time before your proxy is voted at the Limelight special meeting or the EyeWonder special meeting, as applicable. You can do this in one of three ways. First, you can sign and return a proxy card with a later date. Second, you can deliver a written revocation letter to Limelight's or EyeWonder's Corporate Secretary, as applicable. Third, you can attend the meeting and vote in person and notify Limelight's or EyeWonder's Corporate Secretary, as applicable. Your attendance alone will not revoke your proxy. Please note that, if you have instructed a broker to vote your shares, you must follow directions received from your broker to change those instructions.

Q: If I am an EyeWonder stockholder or I hold EyeWonder warrants, should I send in my EyeWonder stock certificates or warrants now?

A: No. You should not send in your EyeWonder stock certificates or warrants at this time. After the merger is completed, Limelight will send you instructions for surrendering EyeWonder stock certificates and warrants and the receipt of the merger consideration. Unless EyeWonder stockholders or warrant holders specifically request to receive Limelight stock certificates, the shares of Limelight stock they receive in the merger will be issued in book-entry form.

Q: Am I entitled to appraisal rights?

A: Under Delaware corporate law, holders of EyeWonder common stock are entitled to appraisal rights in connection with the merger and may obtain payment in cash for the fair value of their shares of EyeWonder common stock, but only if they submit a written demand for an appraisal before the vote is taken on the adoption of the merger agreement at the EyeWonder special meeting and comply with the applicable provisions of Delaware law. A copy of the Delaware statutory provisions relating to appraisal rights is included as Annex E to this proxy statement/prospectus, and a summary of these provisions can be found in the section hereof entitled "Limelight Proposal No. 1 and EyeWonder Proposal No. 1 - The Merger - Appraisal Rights" on page 89. Limelight stockholders are not entitled to appraisal rights in connection with the merger.

Q: When do you expect to complete the merger?

A: We anticipate that the completion of the merger will occur in the first half of 2010, but we cannot predict the exact timing. For more information, please see the section entitled "The Merger Agreement - Conditions to Complete the Merger" on page 108.

Q: Will my rights as a Limelight stockholder be different than my rights as an EyeWonder stockholder?

- A: Yes. Upon completion of the merger, each EyeWonder stockholder who does not exercise appraisal rights will become a Limelight stockholder. There are important differences between the rights of stockholders of Limelight and stockholders of EyeWonder. A description of these differences can be found in the section entitled "Comparison of Stockholders' Rights" on page 155.

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Q: What are the material U.S. tax consequences of the merger?

A: Limelight and EyeWonder each expect that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, or the Code.

If the merger so qualifies as a reorganization, a U.S. holder of EyeWonder common stock receiving Limelight common stock and cash in exchange for EyeWonder common stock in the merger generally will recognize gain equal to the lesser of (i) the amount of cash received by the U.S. holder (excluding any cash received in lieu of fractional shares) and (ii) the excess of the amount realized by the U.S. holder over the U.S. holder's tax basis in the EyeWonder common stock. The amount realized by the U.S. holder will equal the sum of the fair market value of the Limelight common stock and the amount of cash (including any cash received in lieu of fractional shares) received by the U.S. holder. Losses will not be permitted to be recognized. Realized gain or loss must be calculated separately for each identifiable block of shares (*i.e.*, shares acquired at different times and prices) exchanged in the merger, and a loss realized on the exchange of one block cannot be used to offset a gain recognized on the exchange of another block.

Tax consequences of the merger are complex and depend on the facts of your individual situation. You should read the section entitled *Material U.S. Federal Income Tax Consequences of the Merger* beginning on page 140. Because individual circumstances may differ, you are urged to consult with your own tax advisor as to the tax consequences of the merger.

Q: What do I need to do now?

A: We urge you to read this proxy statement/prospectus carefully, including its annexes, and to consider how the merger affects you. You may provide your proxy instructions by mailing your signed proxy card in the enclosed return envelope. Please provide your proxy instructions only once and as soon as possible so that your shares can be voted at the special meeting of Limelight stockholders or special meeting of EyeWonder stockholders, as applicable.

Q: What happens if I do not return a proxy card or otherwise provide proxy instructions?

A: If you are a Limelight stockholder, the failure to return your proxy card or otherwise provide proxy instructions could be a factor in establishing a quorum for the special meeting of Limelight stockholders, which is required to transact business at the meeting. The failure to return your proxy card or otherwise provide proxy instructions will have no effect on the proposal to approve the issuance of common stock in the transaction and the adjournment proposal, provided there is a quorum for the special meeting.

If you are an EyeWonder stockholder, the failure to return your proxy card or otherwise provide proxy instructions could be a factor in establishing a quorum for the special meeting of EyeWonder stockholders, which is required to transact business at the meeting. The failure to return your proxy card or otherwise provide proxy instructions, or abstaining from voting, will have the same effect as voting against the adoption of the merger agreement. If you are a holder of EyeWonder Series A preferred stock, the failure to return your proxy card or otherwise provide proxy instructions, or abstaining from voting, will have the same effect as voting against the Series A preferred stock conversion proposal. If you are a holder of EyeWonder Series B preferred stock, the failure to return your proxy card or otherwise provide proxy instructions, or abstaining from voting, will have the same effect as voting against the Series B preferred stock conversion proposal. The failure to return your proxy card or otherwise provide proxy instructions will have no effect on the adjournment proposal, provided there is a quorum for the special meeting.

Q: Who is paying for this proxy solicitation?

A: Limelight and EyeWonder are conducting this proxy solicitation and will bear the cost of soliciting proxies, including the preparation, assembly, printing and mailing of this proxy statement/prospectus, the proxy card

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and any additional information furnished to stockholders. In addition to solicitation of proxies by mail, Limelight will request that banks, brokers, and other record holders send proxies and proxy material to the beneficial owners of Limelight common stock and secure their voting instructions. Limelight will reimburse the record holders for their reasonable expenses in taking those actions. In addition to soliciting proxies by mail, Limelight may use its directors, officers and employees to solicit proxies from Limelight stockholders, either in person or by telephone, letter, or other electronic means. None of these individuals will receive any special compensation for doing this, although we will reimburse these individuals for their reasonable out-of-pocket expenses. In addition to solicitation of proxies by mail, EyeWonder may use its directors, officers and employees to solicit proxies from EyeWonder stockholders, either in person or by telephone, letter, or other electronic means. None of these individuals will receive special compensation for doing this.

Q: Whom should I call with questions?

A: If you are a Limelight stockholder and need any assistance in completing your proxy card or have questions regarding the special meeting, you may call Paul Alfieri, Investor Relations, at (917) 297-4241.

If you are an EyeWonder stockholder and need any assistance in completing your proxy card or have questions regarding the special meeting, you may call Jerome F. Connell, Jr., General Counsel and Chief Operating Officer, at (678) 891-2041.

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SUMMARY

This summary highlights material information from this proxy statement/prospectus. It may not contain all of the information that is important to you. We urge you to read carefully the entire proxy statement/prospectus and the other documents to which we refer to fully understand the merger and the related transactions. See **Where You Can Find More Information on page 164. Each item in this summary refers to the page of this proxy statement/prospectus on which that subject is discussed in more detail.**

Market Price and Dividend Data (page 153)

Limelight's common stock has traded on the Nasdaq Global Market under the symbol "LLNW" since Limelight's initial public offering on June 7, 2007. There is currently no public market for EyeWonder's common stock. On December 18, 2009, the last full trading day prior to the public announcement of the proposed merger, the closing sale price of Limelight common stock was \$3.79 per share. On [], 2010, the last full trading day prior to the printing of this proxy statement/prospectus, the closing sale price of Limelight common stock was at \$[] per share.

The market price of Limelight common stock will fluctuate prior to and after the closing of the first-step merger. You should obtain current market quotations for the shares.

Risks Relating to the Merger (page 26)

In evaluating the merger agreement or the issuance of shares of Limelight common stock in the merger, you should carefully read this proxy statement/prospectus and especially consider the factors discussed in the section entitled "Risks Factors - Risks Relating to the Merger" on page 26, as well as the additional risk factors discussed in the section entitled "Risk Factors" that relate to Limelight or EyeWonder, respectively.

Information About the Companies

Limelight Networks, Inc. (page 59). Limelight Networks, Inc. was established in June 2001 as a limited liability company and converted into a Delaware corporation in August 2003. Limelight is a provider of high-performance content delivery network services. Limelight delivers content for traditional and emerging media companies, or content providers, including businesses operating in the television, music, radio, newspaper, magazine, movie, videogame, software and social media industries as well as enterprises and government entities doing business online. The principal executive offices of Limelight are located at 2220 W. 14th Street, Tempe, AZ 85281, and its telephone number is (602) 850-5000.

Elvis Merger Sub One Corporation (page 59). Elvis Merger Sub One Corporation, a wholly owned subsidiary of Limelight, was formed solely for the purpose of completing the merger and is incorporated in Delaware. The principal executive offices of Elvis Merger Sub One Corporation are located at 2220 W. 14th Street, Tempe, AZ 85281, and its telephone number is (602) 850-5000.

Elvis Merger Sub Two LLC (page 59). Elvis Merger Sub Two LLC, a wholly owned subsidiary of Limelight, was formed solely for the purpose of completing the merger and is incorporated in Delaware. The principal executive offices of Elvis Merger Sub Two LLC are located at 2220 W. 14th Street, Tempe, AZ 85281, and its telephone number is (602) 850-5000.

EyeWonder, Inc. (page 59). EyeWonder, Inc., a Delaware corporation, was incorporated in December 1999. EyeWonder is a provider of interactive digital advertising products and services. EyeWonder creates and executes high-impact online video and rich media advertising campaigns and provides advertisers, advertising

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agencies and content publishers the ability to create, build, deliver, track and optimize interactive advertising campaigns. The principal executive offices of EyeWonder are located at 229 Peachtree Street NE, International Tower Suite 1700, Atlanta, GA 30303, and its telephone number is (678) 891-2020.

The Limelight Special Meeting (page 62)

The special meeting of Limelight stockholders will be held on April 30, 2010 at 9:00 a.m., local time, at the Sheraton Phoenix Airport Hotel Tempe, located at 1600 South 52nd Street, Tempe, AZ 85281. At the special meeting, Limelight stockholders will be asked to:

To consider and vote upon the issuance of shares of Limelight common stock in the merger of Elvis Merger Sub One Corporation with and into EyeWonder as contemplated by the merger agreement;

Approve the adjournment or postponement of the special meeting, if necessary, to solicit additional proxies, in the event that there are not sufficient votes at the time of the special meeting to adopt the merger agreement; and

To transact such other business as may properly come before the Limelight special meeting or adjournments or postponements of the Limelight special meeting.

Only holders of record at the close of business on March 31, 2010 will be entitled to vote at the special meeting. Each share of Limelight common stock is entitled to vote. As of the record date, [] shares of Limelight common stock were outstanding, held by approximately [] registered holders.

Approval of the issuance of Limelight common stock to EyeWonder securityholders in the merger requires the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy. Because approval of this proposal requires the affirmative vote of a majority of shares entitled to vote on the subject matter present in person or represented by proxy, abstentions will have the same effect as a vote against this proposal. However, the failure to vote, either by proxy or in person, and broker non-votes, will have no effect on the proposal.

Approval of the adjournment proposal requires the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy at the special meeting. Because approval of this proposal requires the affirmative vote of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy at the special meeting, abstentions will have the same effect as a vote against this proposal. However, the failure to vote, either by proxy or in person, and broker non-votes, will have no effect on the adjournment proposal.

As of the record date, directors and executive officers of Limelight, and their affiliates, had the right to vote [] shares of Limelight common stock, or []% of the outstanding Limelight common stock at that date. Limelight currently expects that each of these individuals will vote their shares of Limelight common stock in favor of the proposals to be presented at the special meeting.

The EyeWonder Special Meeting (page 66)

The special meeting of EyeWonder stockholders will be held on April 28, 2010 at 9:00 a.m., local time, at 229 Peachtree Street NE, International Tower, Suite 1700, Atlanta, Georgia 30303. At the special meeting, EyeWonder stockholders will be asked to:

Adopt the Agreement and Plan of Merger, dated as of December 21, 2009, by and among Limelight, Elvis Merger Sub One Corporation, Elvis Merger Sub Two LLC, EyeWonder, John J. Vincent, as stockholder representative, and Deutsche Bank National Trust Company, as Escrow Agent;

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Approve the conversion of each share of outstanding EyeWonder Series A preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation;

Approve the conversion of each share of outstanding EyeWonder Series B preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation;

Approve the adjournment or postponement of the special meeting, if necessary, if a quorum is present, to solicit additional proxies, in the event that there are not sufficient votes at the time of the special meeting to adopt the merger agreement; and

To transact such other business as may properly come before the EyeWonder special meeting or adjournments or postponements of the EyeWonder special meeting.

Only holders of record at the close of business on March 31, 2010 will be entitled to vote at the special meeting. Each outstanding share of EyeWonder capital stock is entitled to vote. As of the record date, (i) [] shares of EyeWonder common stock were outstanding and entitled to vote, (ii) [] shares of EyeWonder Series A preferred stock were outstanding and entitled to vote, and (iii) [] shares of EyeWonder Series B preferred stock were outstanding and entitled to vote. Each share of EyeWonder common stock is entitled to one vote at the special meeting, each share of Series A preferred stock is entitled to one vote for each share of common stock (including fractions) into which such Series A preferred stock is convertible at the special meeting and each share of Series B preferred stock is entitled to one vote for each share of common stock (including fractions) into which such Series B preferred stock is convertible at the special meeting.

Approval of the merger proposal requires the affirmative vote of the holders of a majority of the outstanding shares of EyeWonder common stock and preferred stock entitled to vote at the special meeting (voting together as a single class). Because approval of the merger proposal is based on the affirmative vote of a majority of shares outstanding, an EyeWonder stockholder's failure to vote or abstention will have the same effect as a vote against the merger proposal.

Approval of the proposal to convert the outstanding shares of EyeWonder Series A preferred stock into EyeWonder common stock requires the affirmative vote of the holders of at least a majority of the outstanding shares of EyeWonder Series A preferred stock. Because approval of this proposal is based on the affirmative vote of a majority of the outstanding shares of EyeWonder Series A preferred stock, the failure of an EyeWonder Series A preferred stockholder to vote or an EyeWonder Series A preferred stockholder's abstention will have the same effect as a vote against the proposal. However, the failure of an EyeWonder common stockholder or Series B preferred stockholder to vote, or an EyeWonder common stockholder's or Series B preferred stockholder's abstention, will have no effect on this proposal.

Approval of the proposal to convert the outstanding shares of EyeWonder Series B preferred stock into EyeWonder common stock requires the affirmative vote of the holders of at least a majority of the outstanding shares of EyeWonder Series B preferred stock. Because approval of this proposal is based on the affirmative vote of a majority of the outstanding shares of EyeWonder Series B preferred stock, the failure of an EyeWonder Series B preferred stockholder to vote or an EyeWonder Series B preferred stockholder's abstention will have the same effect as a vote against the proposal. However, the failure of an EyeWonder common stockholder or Series A preferred stockholder to vote, or an EyeWonder common stockholder's or Series A preferred stockholder's abstention, will have no effect on this proposal.

Approval of the adjournment proposal requires the affirmative vote of the holders of a majority of the shares of EyeWonder common and preferred stock entitled to vote at the special meeting and present in person or

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represented by proxy. Because approval of this proposal requires the affirmative vote of a majority of the outstanding shares of EyeWonder common and preferred stock present in person or by proxy and entitled to vote at the special meeting, abstentions will have the same effect as a vote against this proposal. However, the failure to vote, either by proxy or in person, will have no effect on the adjournment proposal.

As of the record date, directors and executive officers of EyeWonder, and their affiliates, had the right to vote [] shares of EyeWonder's common stock and preferred stock, on an as-converted basis, or []% of the outstanding EyeWonder common stock and preferred stock, on an as-converted basis, at that date. EyeWonder currently expects that each of these individuals will vote their shares of EyeWonder common stock and preferred stock, if any, in favor of the proposals to be presented at the special meeting.

Recommendations to Stockholders

To Limelight Stockholders (Page 64). The Limelight board of directors has unanimously determined and believes that the issuance of shares of Limelight common stock in the first merger is advisable to, and in the best interests of, Limelight and its stockholders. The Limelight board of directors unanimously recommends that the holders of Limelight common stock vote FOR Proposal No. 1 to approve the issuance of shares of Limelight common stock in the merger, and FOR Proposal No. 2 to adjourn the Limelight special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1.

To EyeWonder Stockholders (Page 69). The EyeWonder board of directors has unanimously determined and believes that the merger is advisable and fair to, and in the best interests of, EyeWonder and its stockholders. The EyeWonder board of directors unanimously recommends that the holders of EyeWonder stock vote FOR Proposal No. 1 to adopt the merger agreement, FOR Proposal No. 2 to convert the Series A preferred stock into common stock and FOR Proposal No. 3 to convert the Series B preferred stock into common stock. The EyeWonder board of directors also recommends that EyeWonder stockholders vote FOR Proposal No. 4 to adjourn the EyeWonder special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1.

General Description of the Merger (page 71)

The merger agreement contemplates that Elvis Merger Sub One Corporation, a direct, wholly owned subsidiary of Limelight, will merge with and into EyeWonder, with EyeWonder continuing as the interim surviving entity, and, immediately thereafter, EyeWonder will merge with and into Elvis Merger Sub Two LLC, a second direct, wholly owned subsidiary of Limelight, with such subsidiary continuing as the final surviving entity. The shares of Limelight common stock to be issued to EyeWonder securityholders in the first step merger are expected to represent approximately 13% of the outstanding shares of Limelight common stock immediately following the completion of the merger, which percentage is based upon the number of outstanding shares of Limelight common stock on March 1, 2010.

Reasons for the Merger (page 74)

The principal factors and risks considered by the Limelight board of directors in reaching its conclusion to approve the merger and to recommend that the Limelight stockholders approve the issuance of shares of Limelight common stock in the first merger, and the principal factors and risks considered by the EyeWonder board of directors in reaching its conclusion to approve the merger and to recommend that the EyeWonder stockholders adopt the merger agreement are discussed, respectively, in the sections entitled Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Reasons for the Merger Limelight's Reasons for the Merger on page 74 and Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Reasons for the Merger EyeWonder's Reasons for the Merger on page 76.

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Opinion of Limelight's Financial Advisor (page 80)

In connection with the merger, Jefferies & Company, Inc., or Jefferies, Limelight's financial advisor, delivered to the Limelight board of directors a written opinion, dated December 18, 2009, as to the fairness, from a financial point of view and as of the date of the opinion, of the consideration (as defined in the opinion) to be paid by Limelight pursuant to the merger agreement. The full text of the written opinion, dated December 18, 2009, of Jefferies, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, is attached as Annex F to this proxy statement/prospectus and is incorporated by reference in its entirety into this proxy statement/prospectus. Holders of Limelight common stock are encouraged to read the opinion carefully in its entirety. **Jefferies provided its opinion to the Limelight board of directors for the benefit and use of the Limelight board of directors in connection with and for purposes of its evaluation of the merger consideration from a financial point of view. Jefferies' opinion does not address any other aspect of the merger and does not constitute a recommendation to any stockholder, or any other person, including any stockholder of EyeWonder, as to how to vote or act in connection with the proposed mergers or any matter related thereto.**

Interests of Limelight's Executive Officers and Directors in the Merger (page 86)

On February 8, 2010, the Compensation Committee of Limelight's Board of Directors granted Jeffrey W. Lunsford, Limelight's President, Chief Executive Officer and Chairman, 300,000 restricted stock units that become eligible for vesting based on certain financial performance criteria of the EyeWonder business unit for the calendar year ending December 31, 2010. For more information, please see Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Interests of Limelight's Executive Officers and Directors in the Merger on page 86.

Interests of EyeWonder's Executive Officers and Directors in the Merger (page 87)

EyeWonder's executive officers and directors have interests in the merger that are different from those of other EyeWonder stockholders. As described below, certain executive officers and directors of EyeWonder will be entitled to additional benefits as a result of the completion of the merger or upon certain events following the completion of the merger. As of the record date, all directors and executive officers of EyeWonder, together with their affiliates, beneficially owned approximately []% of the outstanding shares of EyeWonder common stock.

Each of John J. Vincent, Jerome F. Connell, Jr., Patrick McClellan and Michael Rosner are party to employment agreements with EyeWonder that provide for severance benefits in the event their employment is terminated by their employer for any reason other than cause (as such term is defined in the respective employment agreement), or if their employment terminates due to disability (as such term is defined in the respective employment agreement). In addition, following the merger, Mr. Vincent, the current Chief Executive Officer and Chairman of EyeWonder, will be the Chief Executive Officer of the surviving entity, which will operate as a wholly owned subsidiary of Limelight. Limelight anticipates that Thomas Falk, a current member of EyeWonder's board of directors, will provide ongoing consulting services to Limelight following the merger including providing assistance in integration efforts and recruiting. Effective upon the closing of the merger, Mr. Vincent has entered into an employment agreement with Limelight to serve as Chief Executive Officer of the surviving entity, Mr. Falk and Limelight intend to enter into a consulting agreement, and certain other officers may also enter into offer letters or employment agreements for employment with Limelight. Two individuals from the current EyeWonder board of directors, Mr. Vincent and Mr. Falk, will also be appointed to the Limelight board of directors. Limelight has also agreed to, and agreed to cause the surviving entity in the merger to, indemnify and hold harmless each present and former officer, director and employee of EyeWonder and its subsidiaries, or any individual who was serving at the request of EyeWonder as an officer, director or employee of another enterprise, from liability for matters arising in their capacities as such at or prior to the completion of the merger to the fullest extent provided by EyeWonder's certificate of incorporation and bylaws. Limelight has

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agreed that, for six (6) years after completion of the merger, Limelight and the surviving entity will cause to be maintained the existing policy of EyeWonder's directors' and officers' liability insurance covering claims that occurred at or prior to completion of the merger.

In addition, following the merger, Limelight will (i) allocate and grant, in its sole discretion after consultation with Mr. Vincent, options to acquire 1,000,000 shares of Limelight common stock among the employees of EyeWonder who continue as employees of the surviving entity, (ii) establish an employee retention plan for continuing employees and (iii) issue 1,000,000 restricted stock units to the continuing employees subject to forfeiture for failure to satisfy certain performance metrics. Limelight will also either continue (or cause the surviving entity to continue) to maintain the EyeWonder employee benefit plans or arrange for each participant in the EyeWonder employee benefit plans to participate in substantially similar plans or arrangements of Limelight (or its applicable subsidiary), or, a combination of the foregoing so that participants will have benefits substantially similar in the aggregate to benefits provided to similarly situated employees of Limelight and at least equivalent to the benefits provided by EyeWonder immediately prior to the merger. In addition, except as may be required by law, for a period of one (1) year following the merger, continuing employees will receive base and salary compensation (excluding any equity based compensation) that is no less than the compensation received by such employees immediately prior to the merger. For more information, please see Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Interests of EyeWonder's Executive Officers and Directors in the Merger on page 87.

Appraisal Rights (page 89)

Under the Delaware General Corporation Law, referred to as the DGCL, holders of EyeWonder capital stock who do not vote for the approval of the merger proposal have the right to seek appraisal of the fair value of their shares as determined by the Delaware Court of Chancery if the merger is completed, but only if they comply with all requirements of Delaware law, which are summarized in this proxy statement/prospectus in the section entitled Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Appraisal Rights on page 89. This appraisal amount could be more than, the same as, or less than the amount an EyeWonder stockholder would be entitled to receive under the merger agreement. Any holder of EyeWonder capital stock intending to exercise appraisal rights, among other things, must submit a written demand for appraisal to EyeWonder prior to the vote on the approval of the merger proposal and must not vote or otherwise submit a proxy in favor of approval of the merger proposal. Failure to follow exactly the procedures specified under Delaware law will result in the loss of appraisal rights. Because of the complexity of the Delaware law relating to appraisal rights, if you are considering exercising your appraisal right, EyeWonder encourages you to seek the advice of your own legal counsel.

A copy of Section 262 of the DGCL is also included as Annex E to this proxy statement/prospectus.

Regulatory Approvals Required for the Merger (page 92)

Limelight and EyeWonder have agreed to use commercially reasonable efforts to obtain as promptly as practicable all regulatory approvals that are required to complete the transactions contemplated in the merger agreement. This includes filing all required notices to governmental authorities, including the required filings with the U.S. Department of Justice, or DOJ, and the Federal Trade Commission, or FTC, pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, referred to herein as the HSR Act. Limelight and EyeWonder filed necessary notices with the DOJ and the FTC in accordance with the HSR Act on January 25, 2010. On January 29, 2010, the Premerger Notification Office of the FTC informed the parties that early termination of the statutory waiting period had been granted.

Limelight must also comply with applicable federal and state securities laws and the rules and regulations of The Nasdaq Stock Market, Inc. in connection with the issuance of shares of Limelight common stock in the merger and the filing of this proxy statement/prospectus with the SEC.

Table of Contents**Restrictions on Resales (page 92)**

The shares of Limelight common stock to be issued to EyeWonder securityholders in the merger will be registered under the Securities Act of 1933 and, except as described below, may be freely traded without restriction. Pursuant to the merger agreement, certain principal stockholders of EyeWonder have entered into a restriction agreement with Limelight and may only dispose of their shares of Limelight common stock acquired in the merger in accordance with the terms of the restriction agreement. Generally, the restrictions lapse ratably over a twelve month period after the closing of the merger, subject to certain exceptions.

The Merger Agreement

Merger Consideration (page 93). Under the terms of the merger agreement, the holders of shares of EyeWonder capital stock outstanding at the completion of the merger will receive, in the aggregate, \$62 million in cash, subject to certain adjustments, and 12,740,000 shares of Limelight common stock. The amount of cash and stock payable to the EyeWonder securityholders at closing is subject to a number of factors which we summarize below that will not be known with certainty until after the closing.

The \$62 million cash portion of the aggregate merger consideration will be adjusted upward by the amount of EyeWonder's cash and cash equivalents as of the closing and the amount by which its working capital exceeds \$8.3 million at closing, and downward by the amount of EyeWonder's debt outstanding at closing, EyeWonder's transaction costs not paid prior to closing, and the amount by which EyeWonder's working capital is less than \$8.3 million at closing. EyeWonder currently estimates that the adjustments will reduce the cash portion of the merger consideration by approximately \$11.6325 million, resulting in an estimated \$50.3675 million of cash payable to the EyeWonder securityholders at the closing, or approximately \$2.1090 per share of EyeWonder common stock based on there being an estimated 23,882,275 shares of EyeWonder common stock outstanding as of the closing and after giving effect to the exercise or conversion of all outstanding stock options and warrants. EyeWonder estimates that the \$62 million cash portion of the aggregate merger consideration will be adjusted upward by a total of approximately \$775,000, which consists of \$275,000, the estimated amount of EyeWonder's cash and cash equivalents as of the closing, and \$500,000, the estimated amount by which EyeWonder's working capital will exceed \$8.3 million at closing. EyeWonder estimates that the cash portion of the aggregate merger consideration will be adjusted downward by a total of approximately \$12.4075 million, which consists of \$12.3075 million, the estimated amount of EyeWonder's debt outstanding as of the closing, and \$100,000, the estimated amount of EyeWonder's transaction costs not paid prior to closing, resulting in a net downward adjustment to the \$62 million cash portion of the aggregate merger consideration of \$11.6325 million. These amounts are estimates only and are subject to change under certain circumstances as described above and as set forth more fully in the merger agreement. The merger agreement does not provide for a maximum cap or other limitation on the amount of such adjustments to the cash portion of the aggregate merger consideration. The actual consideration EyeWonder securityholders receive in exchange for their EyeWonder stock may be more, less or the same as these estimates. The following table shows how the amount of cash payable at closing could vary if the actual adjustments are 10% higher or 10% lower than our current estimates.

	Estimated Cash Adjustments		
	10% Lower	As Estimated	10% Higher
Initial cash consideration	\$ 62,000,000	\$ 62,000,000	\$ 62,000,000
Adjustments to cash consideration	\$ 10,469,250	\$ 11,632,500	\$ 12,795,750
Aggregate cash payable to EyeWonder securityholders	\$ 51,530,750	\$ 50,367,500	\$ 49,204,250
Cash payable per share of EyeWonder stock	\$ 2.1577	\$ 2.1090	\$ 2.0603

EyeWonder securityholders will also be entitled to receive as part of the merger consideration an aggregate of 12,740,000 shares of Limelight common stock, or approximately 0.5335 shares of Limelight common stock for

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each share of EyeWonder common stock they hold. We currently estimate that 3,013,699 of these shares, or 0.1262 shares for each share of EyeWonder common stock outstanding as of the closing, will be placed in escrow pursuant to the merger agreement and not delivered until after the end of the escrow period on June 28, 2011, subject to any indemnification claims made by Limelight under the merger agreement. Accordingly, at closing, EyeWonder securityholders will receive approximately 0.4073 shares of Limelight common stock for each share of EyeWonder common stock they hold upon completion of the merger. The following table shows the estimated number of shares of Limelight common stock that will be issuable to the EyeWonder securityholders for each share of EyeWonder common stock held at the completion of the merger:

	Estimated Stock Consideration
Initial stock consideration	0.5335
Escrow adjustment to stock consideration	0.1262
Stock consideration issuable per share of EyeWonder stock	0.4073

EyeWonder does not anticipate that any indemnification claims would be made against the escrowed shares, but it is not possible to predict with any certainty whether any such claims will be made. If Limelight common stock is used to satisfy indemnification claims, the merger agreement provides for such shares to be valued at the fixed value of \$3.75 per share. The following table shows, for illustration purposes only, how many shares of Limelight common stock would be issuable to the EyeWonder securityholders at the end of the escrow period if there are no such claims made, and if claims in the amount of \$2.5 million, \$5.0 million and \$7.5 million are made:

		Value of Indemnification Claims			
		no claims	\$ 2,500,000	\$ 5,000,000	\$ 7,500,000
Limelight common stock placed in escrow	3,013,699	3,013,699	3,013,699	3,013,699	3,013,699
Stock used to satisfy indemnification claims			666,667	1,333,333	2,000,000
Aggregate stock released from escrow	3,013,699	2,347,032	1,680,366	1,013,699	
Stock released per share of EyeWonder stock	0.1262	0.0983	0.0704	0.0424	

EyeWonder securityholders may also receive up to an aggregate amount of 4,774,000 shares of Limelight common stock and approximately \$292,000 after the closing of the merger if certain performance metrics are satisfied. Of these shares, a maximum of 2,000,000 shares, or 0.0837 shares of Limelight common stock per share of EyeWonder stock outstanding, will be issuable based on EyeWonder's revenues for calendar year 2010, provided that such revenues are at least \$49,500,000. A maximum of 2,000,000 shares, or 0.0837 shares of Limelight common stock per share of EyeWonder stock outstanding, will be issuable based on EyeWonder's revenues for calendar year 2010, provided that such EBITDA are at least \$12,600,000. The following table shows, for illustration purposes only, how many shares of Limelight common stock would be issuable to the EyeWonder securityholders based on certain assumed levels of such revenues and EBITDA:

	EyeWonder 2010 Revenues			EyeWonder 2010 EBITDA		
	\$50.0 million	\$52.5 million	\$55 million	\$13.0 million	\$13.5 million	\$14 million
Aggregate Revenue Shares	181,818	1,090,909	2,000,000			
Aggregate EBITDA Shares				571,429	1,285,714	2,000,000
Total Earnout shares	181,818	1,090,909	2,000,000	571,429	1,285,714	2,000,000
Earnout shares per share of EyeWonder stock	0.0076	0.0457	0.0837	0.0239	0.0538	0.0837

The remaining 774,000 shares of Limelight common stock and \$292,000 of cash, or 0.0324 shares and \$0.01 per share of EyeWonder stock outstanding, will be payable to the EyeWonder securityholders if the German company recently acquired by Limelight fails to achieve its financial milestones. Otherwise, such shares and cash will be paid to the former owners of that German company.

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Treatment of EyeWonder Stock Options and Warrants (page 95). Each EyeWonder stock option that is outstanding and unexercised immediately prior to the completion of the first merger will be cancelled and will not be assumed or otherwise replaced by Limelight. Additionally, Limelight will not assume any EyeWonder warrants in connection with the merger. After the effective time of the merger, Limelight intends to instruct the exchange agent to pay any holder of EyeWonder options not exercised prior to the effective time the merger consideration into which the shares of EyeWonder stock underlying such options could have been converted as of immediately prior to the effective time had such options been exercised, less the exercise price of such options and less the pro rata portion of the escrow amount attributable to such shares of EyeWonder stock. At the effective time of the merger, each EyeWonder warrant then outstanding will be cancelled and converted without exercise into and represent the right to receive the merger consideration into which the shares of EyeWonder stock underlying such EyeWonder warrant have been converted, less the exercise price of such EyeWonder warrant and less the pro rata portion of the escrow amount attributable to such shares of EyeWonder stock.

Fractional Shares (page 94). Limelight will not issue any fractional shares of common stock in connection with the merger. Instead, each holder of EyeWonder capital stock who would otherwise be entitled to receive a fraction of a share of Limelight common stock will be entitled to receive cash without interest, in an amount equal to such fraction of a share of Limelight common stock on the trading day that is two (2) trading days immediately prior to the date the first-step merger is completed.

Limitation on the Solicitation, Negotiation and Discussion of Other Acquisition Proposals by EyeWonder (page 104). EyeWonder has agreed to a number of limitations with respect to soliciting, negotiating and discussing acquisition proposals involving persons other than Limelight, and to certain related matters.

Conditions to Complete the Merger (page 108). Completion of the merger is subject to obtaining the requisite votes of the Limelight and EyeWonder stockholders, and is subject to other customary closing conditions.

Termination of the Merger Agreement (page 111). Either Limelight or EyeWonder may terminate the merger agreement under certain circumstances, which would prevent the merger from being completed. In addition, EyeWonder may be required under certain circumstances to pay Limelight, and Limelight may be required under certain circumstances to pay EyeWonder, a termination fee of \$3.5 million.

Escrow; Indemnification (page 110). Upon the completion of the merger, Limelight will deduct an amount of cash and Limelight common stock with an aggregate value of approximately \$11,000,000 from the total merger consideration to be held in escrow for a certain period of time as security for indemnification claims under the merger agreement.

Voting Agreements (page 115)

As an inducement for Limelight to enter into the merger agreement, certain stockholders of EyeWonder entered into voting agreements covering the EyeWonder capital stock held by such stockholders with and in favor of Limelight dated as of December 21, 2009. Pursuant to the EyeWonder voting agreements, each such stockholder agreed, among other things, to vote all of such stockholder's EyeWonder capital stock in favor of the adoption of the merger agreement and the transactions contemplated by the merger agreement and against any proposal that would compete with the merger agreement and the transactions contemplated by the merger agreement. The EyeWonder voting agreements terminate upon any termination of the merger agreement in accordance with its terms. The form of EyeWonder Voting Agreement is included as Annex B to this proxy statement/prospectus.

As an inducement for EyeWonder to enter into the merger agreement, certain stockholders of Limelight entered into voting agreements covering the Limelight capital stock held by such stockholders with and in favor of EyeWonder dated as of December 21, 2009. Pursuant to the Limelight voting agreements, each such

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stockholder agreed, among other things, to vote all of such stockholder's Limelight capital stock in favor of the issuance of Limelight common stock in the transactions contemplated by the merger agreement and against any proposal that would compete with the issuance of Limelight common stock in the transactions contemplated by the merger agreement. The Limelight voting agreements terminate upon any termination of the merger agreement in accordance with its terms. The form of Limelight Voting Agreement is included as Annex C to this proxy statement/prospectus.

Stock Purchase Agreements (page 117)

As an inducement for Limelight to enter into the merger agreement, certain stockholders of EyeWonder entered into stock purchase agreements with and in favor of Limelight dated as of December 21, 2009. Pursuant to the EyeWonder stock purchase agreements, each such stockholder agreed, among other things, to sell the EyeWonder securities beneficially held by such stockholder to Limelight under certain specified circumstances. The form of EyeWonder Stock Purchase Agreement is included as Annex D to this proxy statement/prospectus.

Accounting Treatment (page 139)

The merger will be accounted for as a purchase transaction by Limelight for financial reporting and accounting purposes under U.S. generally accepted accounting principles. The results of operations of EyeWonder will be included in the consolidated financial statements of Limelight following the completion of the merger.

Material U.S. Federal Income Tax Consequences of the Merger (page 140)

Limelight and EyeWonder each expect that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. If the merger so qualifies as a reorganization, a U.S. holder of EyeWonder common stock receiving Limelight common stock and cash in exchange for EyeWonder common stock in the merger generally will recognize gain equal to the lesser of (i) the amount of cash received by the U.S. holder (excluding any cash received in lieu of fractional shares) and (ii) the excess of the amount realized by the U.S. holder over the U.S. holder's tax basis in the EyeWonder common stock. The amount realized by the U.S. holder will equal the sum of the fair market value of the Limelight common stock and the amount of cash (including any cash received in lieu of fractional shares) received by the U.S. holder. Losses will not be permitted to be recognized. Realized gain or loss must be calculated separately for each identifiable block of shares (i.e., shares acquired at different times and prices) exchanged in the merger, and a loss realized on the exchange of one block cannot be used to offset a gain recognized on the exchange of another block.

Tax consequences of the merger are complex and depend on the facts of your individual situation. You should read the section entitled "Material U.S. Federal Income Tax Consequences of the Merger" beginning on page 140. Because individual circumstances may differ, you are urged to consult with your own tax advisor as to the tax consequences of the merger.

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SELECTED HISTORICAL AND PRO FORMA FINANCIAL DATA

How We Prepared the Financial Statements

The following information is provided to aid you in your analysis of the financial aspects of the proposed acquisition by Limelight of EyeWonder. The information of Limelight was derived from the audited financial statements of Limelight for the years 2005 through 2009. The information of EyeWonder was derived from the audited financial statements of EyeWonder for the years 2005 through 2009. The information is only a summary and you should read it together with Limelight's historical consolidated financial statements and related notes contained in its periodic reports and other information that Limelight has filed with the Securities and Exchange Commission, or the SEC, and the EyeWonder historical consolidated financial statements included in this proxy statement/prospectus. See "Where You Can Find More Information" on page 164.

Pro Forma Data

The unaudited pro forma combined consolidated condensed financial information is presented to give you a better picture of what Limelight's and EyeWonder's businesses might have looked like had they been combined on the dates indicated. The unaudited pro forma combined consolidated condensed statement of operations gives effect to the merger as if it had occurred on January 1, 2009. The unaudited pro forma combined consolidated condensed balance sheet gives effect to the merger as if it had occurred on December 31, 2009. You should not rely on the unaudited pro forma combined consolidated condensed financial information as being indicative of the historical results that we would have had or the future results that we will experience after the merger. See "Selected Unaudited Pro Forma Combined Consolidated Condensed Financial Data" on page 22.

Merger-Related Expenses

Limelight estimates that its merger-related fees and expenses, consisting primarily of fees and expenses of investment bankers, attorneys and accountants, and financial printing and other related charges, will be approximately \$2.1 million. See Note 6 of unaudited pro forma combined consolidated condensed financial statements.

EyeWonder estimates that its merger-related fees and expenses, consisting primarily of fees and expenses of investment bankers, attorneys and accountants and financial printing and other related charges, will be approximately \$0.7 million. See Note 6 of unaudited pro forma combined consolidated condensed financial statements.

Selected Historical Financial Data

You should read the selected financial data presented below with the financial statements of the respective companies and the notes thereto. The Limelight historical consolidated financial statements and footnotes and EyeWonder historical financial statements and footnotes are included in this proxy statement/prospectus. See "Where You Can Find More Information" on page 164.

Limelight Financial Data

The following selected historical financial data for, and as of the end of, each of the five years in the period ended December 31, 2009 have been derived from Limelight's consolidated financial statements, which have been audited by Ernst & Young LLP, Limelight's independent registered public accounting firm. Consolidated Financial Statements prior to 2006 are not included or incorporated herein by reference.

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You should read this data together with the audited consolidated financial statements of Limelight, including the notes thereto, included in this proxy statement/prospectus. Please see the heading **Where You Can Find More Information** on page 164. Operating results for the year ended December 31, 2009 does not necessarily indicate the results that can be expected for the year ending December 31, 2010.

	Year Ended December 31,				
	2009	2008	2007	2006	2005
	<i>(in thousands, except per share data)</i>				
Statement of Operations Data:					
Revenue	\$ 131,663	\$ 129,530	\$ 103,111	\$ 65,243	\$ 21,303
Cost of revenue:					
Cost of services (1)	61,572	58,186	44,802	25,662	9,037
Depreciation network	24,051	25,675	20,739	10,316	2,851
Total cost of revenue	85,623	83,861	65,541	35,978	11,888
Gross margin	46,040	45,669	37,570	29,265	9,415
Operating expenses:					
General and administrative (1)	34,128	52,440	31,827	18,388	4,107
Sales and marketing (1)	32,587	34,916	25,462	6,841	3,078
Research and development (1)	7,937	7,365	5,504	3,151	462
Depreciation and amortization	2,351	1,356	857	226	100
Provision for litigation (3)	(65,645)	17,515	48,130		
Total operating expenses	11,358	113,592	111,780	28,606	7,747
Operating income (loss)	34,682	(67,923)	(74,210)	659	1,668
Other income (expense):					
Interest expense	(39)	(55)	(1,418)	(1,828)	(955)
Interest income	1,345	5,098	5,153	208	
Other income (expense)	(14)	(171)	(144)	175	(16)
Total other income (expense)	1,292	4,872	3,591	(1,445)	(971)
Income (loss) before income taxes	35,974	(63,051)	(70,619)	(786)	697
Income tax expense (2)	1,084	16	2,401	2,591	300
Net income (loss)	\$ 34,890	\$ (63,067)	\$ (73,020)	\$ (3,377)	\$ 397
Net income (loss) allocable to common stockholders	\$ 34,890	\$ (63,067)	\$ (73,020)	\$ (3,377)	\$ 240
Net income (loss) per common share:					
Basic	\$ 0.41	\$ (0.76)	\$ (1.26)	\$ (0.13)	\$ 0.01
Diluted	\$ 0.40	\$ (0.76)	\$ (1.26)	\$ (0.13)	\$ 0.01
Shares used in per weighted average share calculation:					
Basic	84,202	82,932	57,982	25,059	34,737
Diluted	87,972	82,932	57,982	25,059	40,526

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- (1) Includes share-based compensation as follows:

	Year Ended December 31,				
	2009	2008	2007	2006	2005
	(in thousands)				
Cost of services	\$ 2,414	\$ 2,243	\$ 1,489	\$ 459	\$
General and administrative	7,556	8,060	10,653	6,794	94
Sales and marketing	4,970	5,400	3,948	334	
Research and development	2,523	2,355	2,820	1,661	
Total share-based compensation	\$ 17,463	\$ 18,058	\$ 18,910	\$ 9,248	\$ 94

- (2) In 2009, 2008, 2007 and 2006, approximately \$3.2 million, \$2.0 million, \$10.5 million and \$7.6 million, respectively, in stock-based compensation expense was not deductible for tax purposes by Limelight. In 2006, this resulted in Limelight incurring income tax expense despite Limelight having generated a loss before income taxes in that period. Limelight expects to continue to incur non-deductible stock-based compensation expense in the future. See Management's Discussion and Analysis of Financial Condition and Results of Operations Basis of Presentation Income Tax Expense.
- (3) In February 2008, a jury returned a verdict in a patent infringement lawsuit filed by Akamai Technologies, Inc., or Akamai, and the Massachusetts Institute of Technology, or MIT, against Limelight, finding that Limelight infringed four claims of the patent at issue and rejecting Limelight's invalidity defenses. The jury awarded Akamai an aggregate of approximately \$45.5 million in lost profits, reasonable royalties and price erosion damages, plus pre-judgment interest estimated to be \$2.6 million. During 2008, Limelight recorded an additional potential damage liability relating to this infringement of \$15.5 million, plus additional interest of \$2.0 million. The total provision for litigation at December 31, 2008 was \$65.6 million. Limelight also filed a motion for reconsideration of the court's earlier denial of Limelight's motion for Judgment as a Matter of Law or JMOL. Limelight's motion for reconsideration of JMOL was based largely upon a clarification in the standard for a finding of joint infringement articulated by the Federal Circuit in the case of *Muniauction, Inc. v. Thomson Corp.* (the *Muniauction* Case), released after the court denied Limelight's initial motion for JMOL. On April 24, 2009 the court issued its order and memorandum setting aside the adverse jury verdict and ruling that Limelight did not infringe Akamai's '703 patent and that Limelight is entitled to judgment as a matter of law. Based upon the court's April 24, 2009 order Limelight has reversed the \$65.6 million provision for litigation previously recorded for this lawsuit as Limelight no longer believes that payment of any amounts represented by the litigation provision is probable. The court entered final judgment in favor of Limelight. Akamai filed a notice of appeal of the court's decision on May 26, 2009 and filed its appeal brief on September 15, 2009, Limelight filed its reply brief on December 9, 2009 and each party has filed further appeal briefs. A date has not been set by the appeals court for a hearing. Limelight cannot assure you that this lawsuit ultimately will be resolved in its favor.

	Year Ended December 31,				
	2009	2008	2007	2006	2005
	(in thousands)				
Balance Sheet Data:					
Cash and cash equivalents and marketable securities, current	\$ 154,379	\$ 174,643	\$ 197,097	\$ 7,611	\$ 1,536
Non-current marketable securities	12	13	87	285	355
Working capital (deficit)	159,530	116,608	154,501	14,596	(1,827)
Property and equipment, net	35,524	40,185	46,968	41,784	11,986
Total assets	235,670	256,792	273,428	74,424	19,583
Long-term debt, less current portion				20,491	8,809
Convertible preferred stock				45	7
Total stockholders' equity	202,800	150,131	194,037	37,039	1,823

Table of Contents**EyeWonder Financial Data**

The following selected historical financial data for, and as of the end of, each of the five years in the period ended December 31, 2009 have been derived from EyeWonder's consolidated financial statements, which have been audited by Grant Thornton, LLP, EyeWonder's independent certified public accounting firm.

You should read this data together with the audited and unaudited consolidated financial statements of EyeWonder, including the notes thereto. Operating results for the year ended December 31, 2009 does not necessarily indicate the results that can be expected for the year ending December 31, 2010.

	2009	Year Ended December 31,			2005
		2008	2007	2006	
		<i>(in thousands, except per share data)</i>			
Statement of Operations Data:					
Revenue	\$ 35,294	\$ 25,533	\$ 15,646	\$ 6,230	\$ 2,717
Operating expenses:					
Salaries, wages and employee benefits	21,559	15,540	7,778	3,483	1,655
Selling, general, and administrative expenses	7,731	6,731	4,155	1,785	652
Depreciation and amortization	807	541	278	101	49
Other production costs	2,993	3,408	1,197	763	397
Total operating expenses	33,090	26,220	13,408	6,132	2,753
Operating income (loss)	2,204	(687)	2,238	98	(36)
Other income (expense):					
Interest expense	(3,377)	(943)	(595)	(121)	(76)
Interest income	37	72	36		
Total other income (expense)	(3,340)	(871)	(559)	(121)	(76)
Income (loss) before income taxes	(1,136)	(1,558)	1,679	(23)	(112)
Income tax expense (benefit)	955				
Net income (loss)	\$ (2,091)	\$ (1,558)	\$ 1,679	\$ (23)	\$ (112)
Less: Net loss attributable to the noncontrolling interests	(396)	(683)			
Net income (loss) attributable to EyeWonder, Inc.	\$ (1,695)	\$ (875)	\$ 1,679	\$ (23)	\$ (112)
Net income (loss) allocable to common stockholders (unaudited)	\$ (1,695)	\$ (875)	\$ 1,679	\$ (23)	\$ (112)
Net income (loss) per common share (unaudited):					
Basic	\$ (0.15)	\$ (0.09)	\$ 0.11	\$ (0.00)	\$ (0.01)
Diluted	\$ (0.15)	\$ (0.09)	\$ 0.09	\$ (0.00)	\$ (0.01)
Shares used in per weighted average share calculation (unaudited):					
Basic	11,397	9,863	14,644	9,380	9,313
Diluted	11,397	9,863	19,050	9,380	9,313
	2009	Year Ended December 31,			2005
		2008	2007	2006	
		<i>(in thousands)</i>			

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Balance Sheet Data:

Cash and cash equivalents	\$ 2,196	\$ 2,084	\$ 1,287	\$	\$ 288
Restricted cash	263				
Non-current available for sale securities	985	107			
Working capital (deficit)	10,030	9,117	5,027	(1,106)	(1,438)
Property and equipment, net	1,255	901	823	414	73
Total assets	18,457	14,483	9,319	2,745	1,200
Long-term debt, less current portion	10,825	4,384	3,240	917	854
Convertible preferred stock	5,183	10,131	5,183	3,495	3,431
Total stockholders' equity (deficit)	2,730	7,048	2,893	(1,689)	(2,210)

Table of Contents**SELECTED UNAUDITED PRO FORMA COMBINED CONSOLIDATED CONDENSED FINANCIAL DATA**

We are providing the following summary unaudited pro forma combined consolidated condensed financial information to provide you with a better picture of what the results of operations and the financial position of Limelight's and EyeWonder's businesses might have looked like had the acquisition occurred on January 1, 2009 for statement of operations purposes and as of December 31, 2009 for balance sheet purposes. This information is provided for illustrative purposes only and is not necessarily indicative of what our results of operations or financial position would have been if those transactions actually occurred on the dates assumed. In addition, this information is not necessarily indicative of what our future consolidated operating results or consolidated financial position will be. The Unaudited Pro Forma Combined Consolidated Condensed Financial Statements are located below beginning on page 143.

	Year ended December 31, 2009 <i>(in thousands, except per share data)</i>
Unaudited pro forma combined statement of operations data:	
Revenue	\$ 166,423
Cost of revenue:	
Cost of services	69,612
Depreciation - network	24,051
Total cost of revenue	93,663
Gross margin	72,760
Operating expenses:	
General and administrative	41,412
Sales and marketing	46,438
Research and development	11,010
Depreciation and amortization	7,493
Provision for litigation	(65,645)
Total operating expenses	40,708
Operating income	32,052
Other income (expense):	
Interest expense	(46)
Interest income	862
Other income (expense)	(14)
Total other income (expense)	802
Income before income taxes	32,854
Income tax expense	2,039
Net income	\$ 30,815
Net income allocable to common stockholders	\$ 30,815
Net income per common share:	
Basic	\$ 0.32
Diluted	\$ 0.29

Shares used in per weighted average share calculation:

Basic	96,942
Diluted	105,486

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	Year ended December 31, 2009	
	<i>(in thousands)</i>	
Unaudited pro forma combined balance sheet data:		
Cash and cash equivalents and marketable securities, current	\$	94,283
Restricted cash		263
Marketable securities, less current portion		997
Working capital		105,669
Property and equipment, net		36,779
Total assets		321,560
Long-term debt, less current portion		225
Convertible preferred stock		
Total stockholders' equity		249,455

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The following table presents Limelight's and EyeWonder's audited and unaudited historical per share and combined pro forma per share data after giving effect to the acquisition using the purchase method of accounting. The pro forma data does not purport to be indicative of the results of future operations or the results that would have occurred had the acquisition been consummated at the beginning of the periods presented. The information set forth below should be read in conjunction with Limelight's historical consolidated financial statements and the notes thereto and EyeWonder's historical financial statements and the notes thereto included in this proxy statement/prospectus. The unaudited pro forma combined per share data combine Limelight's and EyeWonder's results of operations for the year ended December 31, 2009. No cash dividends have ever been declared or paid on Limelight's or EyeWonder's common stock.

	Limelight Year ended December 31, 2009
Historical per common share:	
Earnings per share - basic	\$ 0.41
Earnings per share - diluted	\$ 0.40
Net book value per share (1)	\$ 2.39
	EyeWonder Year ended December 31, 2009 <i>(unaudited)</i>
Historical per common share:	
Earnings per share - basic	\$ (0.15)
Earnings per share - diluted	\$ (0.15)
Net book value per share (1)	\$ 0.24
	Combination Year ended December 31, 2009 <i>(unaudited)</i>
Pro forma combined per common share data:	
Earnings per combined company's share - basic	\$ 0.32
Earnings per combined company's share - diluted	\$ 0.29
Net book value per combined company's share (1)	\$ 2.55

- (1) Limelight's and EyeWonder's historical net book value per share of common stock is computed by dividing stockholders' equity at the period end by the number of shares of common stock outstanding at the respective period end. The pro forma net book value per share of common stock of the combined company is computed by dividing the pro forma combined stockholders' equity by the pro forma number of shares of Limelight's common stock outstanding at the respective period end assuming the combination had occurred as of that date.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

In addition to historical information, this proxy statement/prospectus contains or incorporates by reference certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not historical facts but instead represent beliefs and expectations regarding future events, many of which are, by their nature, inherently uncertain and outside Limelight's and EyeWonder's control. Forward-looking statements include statements preceded by, followed by, or including the words could, would, should, may, will, target, plan, believe, expect, intend, anticipate, estimate, project, potential, possible, objective, outlook, or other similar expressions. In particular, the forward-looking statements contained in this proxy statement/prospectus include, but are not limited to, statements regarding:

the expected financial condition, results of operations, earnings outlook and prospects of Limelight, EyeWonder and the combined company;

the expected benefits of the merger;

the likelihood that Limelight and EyeWonder will receive the regulatory approvals required to complete the merger;

Limelight's expectation that EyeWonder's customers will continue to do business with the combined company;

the expectation that the acquisition of EyeWonder will complement Limelight's content delivery network (CDN) business; and

the expectation that the merger will result in increased operational efficiency and create opportunities for cost reduction through the elimination of redundant overhead expenses.

The forward-looking statements contained or incorporated by reference herein are subject to certain risks and uncertainties that may cause actual results to differ materially from those reflected in the forward-looking statements. Such risk and uncertainties include those set forth on page 26 under the heading "Risk Factors," as well as, among others, the following:

the expenses of the merger being greater than anticipated, including as a result of unexpected factors or events and unanticipated tax consequences of the merger;

the exposure to litigation, including the possibility that litigation relating to the merger agreement and related transactions could delay or impede the completion of the merger;

the integration of EyeWonder's business and operations with those of Limelight taking longer than anticipated, being costlier than anticipated and having unanticipated adverse results relating to EyeWonder's or Limelight's existing businesses; and

the anticipated cost savings and other synergies of the merger taking longer to be realized or failing to be achieved in their entirety, and attrition in key client, partner and other relationships relating to the merger greater than expected.

You are cautioned not to place undue reliance on the forward-looking statements contained herein, which speak of our beliefs only as of the date of this proxy statement/prospectus or the date of any document incorporated by reference in this document. Except to the extent required by applicable law or regulation, neither Limelight nor EyeWonder undertakes any obligation to update these forward-looking statements to reflect

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events or circumstances after the date of this proxy statement/prospectus or to reflect the occurrence of unanticipated events.

All subsequent written and oral forward-looking statements concerning the merger or other matters addressed in this proxy statement/prospectus and attributable to Limelight or EyeWonder or any person acting on their behalf are expressly qualified in their entirety by the preceding cautionary statement.

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RISK FACTORS

*In addition to the other information included in and incorporated by reference into this proxy statement/prospectus, including the matters addressed in the section entitled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 25, you should carefully consider the following risk factors before deciding whether to vote for approval of the merger proposal and the adjournment proposal. In addition, you should read and consider the risks associated with the business of Limelight and the business of EyeWonder because these risks will also affect the combined company. Risks associated with the business of Limelight can be found below, as well as in Limelight's periodic reports, which are filed from time to time with the SEC, and risks associated with the business of EyeWonder can be found below. You should also read and consider the other information in this proxy statement/prospectus and the other documents incorporated by reference into this proxy statement/prospectus. See the section entitled **Where You Can Find More Information** beginning on page 164.*

Risks Relating to the Merger

The number of shares of Limelight common stock that EyeWonder securityholders will receive in the merger is not determined by the market price of Limelight common stock. Declines in the market price of Limelight common stock will reduce the value received by EyeWonder securityholders in the merger. Increases in the market price of Limelight common stock will increase the value paid by Limelight in consideration of the merger.

Under the terms of the merger agreement, there is no mechanism to adjust the number of shares of Limelight common stock that will be issued in exchange for shares of EyeWonder capital stock based on changes in the market price of Limelight common stock. As a result, there will be no adjustment for changes in the market price of Limelight common stock. The dollar value of Limelight common stock received by EyeWonder securityholders upon completion of the merger will depend on the market value of Limelight common stock at the time of completion of the merger. The price of Limelight common stock has been volatile in the past and will likely continue to fluctuate in the future. A decline in the market price of Limelight common stock will result in a decline in the value received by EyeWonder securityholders. An increase in the market price of Limelight common stock will result in an increase in the value paid by Limelight in consideration of the merger.

The market price of Limelight's common stock may decline as a result of the merger.

The market price of Limelight's common stock may decline as a result of the merger for a number of reasons, including:

the integration of EyeWonder by Limelight may be unsuccessful;

there may be sales of substantial amounts of Limelight common stock after the merger;

Limelight may not achieve the perceived benefits of the merger as rapidly as, or to the extent, anticipated by financial or industry analysts; or

the effect of the merger on Limelight's financial results may not be consistent with the expectations of financial or industry analysts. These factors are, to some extent, beyond Limelight's control. In addition, there will be a time period between the effective time of the merger and the time when EyeWonder securityholders actually receive book-entry shares evidencing Limelight common stock. Until book-entry shares are received, EyeWonder securityholders will not be able to sell their shares of Limelight common stock in the open market and, thus, will not be able to avoid losses resulting from any decline in the market price of Limelight common stock during this period. In addition, certain principal securityholders of EyeWonder have entered into a restriction agreement with Limelight and may only dispose of their shares of Limelight common stock acquired in the merger in accordance with the terms of the restriction agreement. Generally, the restrictions lapse ratably over a twelve month period after the closing of the merger, subject to certain exceptions.

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There may be sales of substantial amounts of Limelight common stock after the merger, which could cause Limelight's stock price to fall.

A substantially large number of shares of Limelight common stock may be sold into the public market within a short period of time following the closing of the merger, primarily due to the substantial number of shares that will be available for resale by certain former stockholders of EyeWonder who are not parties to restriction agreements that restrict the timing of the resale of these shares. As a result, Limelight's stock price could fall. In addition, the sale of these shares could impair Limelight's ability to raise capital through the sale of additional stock.

The failure of Limelight to operate and manage the combined company effectively could have a material adverse effect on Limelight's business, financial condition and operating results.

Limelight will need to meet significant challenges to realize the expected benefits and synergies of the merger. These challenges include:

integrating the management teams, strategies, cultures, technologies and operations of the two companies;

retaining and assimilating the key personnel of each company;

retaining existing EyeWonder customers; and

creating uniform standards, controls, procedures, policies and information systems.

The accomplishment of these post-merger objectives will involve considerable risk, including:

the potential disruption of each company's ongoing business and distraction of their respective management teams;

the possibility that the business cultures of Limelight and EyeWonder will not be compatible;

the difficulty of incorporating acquired technology and rights into Limelight's operations;

unanticipated expenses related to the integration;

the impairment of relationships with employees and customers as a result of any integration of new personnel;

potential unknown liabilities associated with the merger; and

managing the risks related to EyeWonder's business that may continue to impact the business following the merger.

Limelight and EyeWonder have operated and, until the completion of the merger, will continue to operate, independently. It is possible that the integration process could result in the loss of the technical skills and management expertise of key employees, the disruption of each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies due to possible cultural conflicts or differences of opinions on technical decisions and services. A failure to integrate the two organizations successfully could adversely affect Limelight's ability to maintain relationships with customers, suppliers and employees or to achieve the anticipated benefits of the merger.

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Even if Limelight is able to integrate the EyeWonder business operations successfully, this integration may not result in the realization of the full benefits of synergies, cost savings, innovation and operational efficiencies that may be possible from this integration, and these benefits may not be achieved within a reasonable period of time.

Limelight expects to incur costs integrating the companies into a single business, and if such integration is not successful Limelight may not realize the expected benefits of the merger.

Limelight expects to incur significant costs integrating Limelight's and EyeWonder's operations, products and personnel. These costs may include costs for:

employee redeployment, relocation or severance;

conversion of information systems;

combining or coordinating research and development teams and processes;

combination or closures of facilities; and

amortization of intangibles.

In addition, Limelight expects to incur significant transaction costs in connection with the merger. Limelight does not know whether it will be successful in these integration efforts or in consummating the merger and cannot assure you that it will realize the expected benefits of the merger.

Failure to retain key employees would diminish the anticipated benefits of the merger.

The success of the merger will depend in part on the retention of personnel critical to the business and operations of the combined company due to, for example, their technical skills or management expertise. Employees may experience uncertainty about their future role with EyeWonder and Limelight until strategies with regard to these employees are announced or executed. Additionally, there is intense competition for qualified technical personnel in each company's industry. If EyeWonder and Limelight are unable to retain personnel, including EyeWonder's key management, technical and sales personnel who are critical to the successful integration and future operations of the companies, EyeWonder and Limelight could face disruptions in their operations, loss of existing customers, loss of key information, expertise or know-how, and unanticipated additional recruitment and training costs. In addition, the loss of key personnel would diminish the anticipated benefits of the merger. Limelight and EyeWonder cannot assure you that they will be able to attract, retain and integrate employees following the merger.

Uncertainty regarding the merger may cause customers, suppliers or strategic partners to delay or defer decisions concerning Limelight and EyeWonder and adversely affect each company's ability to attract and retain key employees, which would adversely affect the future business and operations of Limelight and EyeWonder.

The merger will happen only if stated conditions are met, including the approval of the issuance of Limelight common stock by Limelight's stockholders and approval of the merger proposal by EyeWonder's stockholders, the receipt of regulatory approvals, and the absence of any material adverse effect in the business of EyeWonder. Many of the conditions are outside the control of Limelight and EyeWonder, and both parties also have stated rights to terminate the merger agreement. Accordingly, there may be uncertainty regarding the completion of the merger. This uncertainty may cause customers, suppliers or strategic partners to delay or defer decisions concerning Limelight or EyeWonder, which could negatively affect their respective businesses. Any delay or deferral of those decisions or changes in existing agreements could have a material adverse effect on the

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respective businesses of Limelight and EyeWonder, regardless of whether the merger is ultimately completed. Customers may also seek to modify or terminate existing agreements. In addition, by increasing the breadth of Limelight's and EyeWonder's business, the merger may make it more difficult for the combined company to enter into and maintain relationships, including customer relationships, with suppliers or strategic partners, some of whom may view the combined company as a more direct competitor than either Limelight or EyeWonder as an independent company. Moreover, diversion of management focus and resources from the day-to-day operation of the business to matters relating to the merger could have a material adverse effect on each company's business and operations, regardless of whether the merger is completed. Current and prospective employees of each company may experience uncertainty about their future roles with the combined company. This may adversely affect each company's ability to attract and retain key management, sales, marketing and technical personnel.

Directors and executive officers of EyeWonder may have conflicts of interest in recommending that EyeWonder stockholders vote in favor of the merger proposal.

Some of the directors and executive officers of EyeWonder have interests in the merger that may be different from, or are in addition to, the interests of EyeWonder stockholders. These interests relate to the payment of severance benefits to certain of EyeWonder's executive officers under certain circumstances, the employment of John J. Vincent as Chief Executive Officer of the surviving entity following the merger, the consulting services anticipated to be provided by Thomas Falk to Limelight following the merger, the appointment of Mr. Vincent and Mr. Falk to the board of directors of Limelight, the indemnification of the officers, directors and employees of EyeWonder by Limelight in certain circumstances, the grant of stock options and issuance of restricted stock units among employees of EyeWonder who continue as employees of the surviving entity, and the maintenance of the EyeWonder or substantially similar employee benefit plans. EyeWonder stockholders should consider these interests in connection with their vote on the merger proposal, including whether these interests may have influenced these directors and executive officers to recommend or support the merger proposal. See Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger - Interests of EyeWonder's Executive Officers and Directors in the Merger beginning on page 87.

The market price of Limelight common stock after the merger may be affected by factors different from those affecting the shares of EyeWonder or Limelight currently.

The businesses of Limelight and EyeWonder differ in important respects and, accordingly, the results of operations of the combined company and the market price of the combined company's shares of common stock may be affected by factors different from those currently affecting the independent results of operations of Limelight and EyeWonder. For a discussion of the business of Limelight and of certain factors to consider in connection with its business, see the documents incorporated by reference in this proxy statement/prospectus and referred to under Where You Can Find More Information beginning on page 164.

The merger may go forward in certain circumstances even if EyeWonder suffers a material adverse effect, which could cause the market price of Limelight's common stock to decline.

In general, Limelight can refuse to complete the merger if a material adverse effect (as defined below under the heading The Merger Agreement Material Adverse Effect) occurs with regard to EyeWonder before the closing. However, Limelight may not refuse to complete the merger on that basis as a result of any fact, circumstance, change or effect resulting from:

general economic, financial or political conditions in the United States or any other jurisdiction in which EyeWonder or any of its subsidiaries has substantial business or operations, and any changes therein (including any changes arising out of acts of terrorism, war, weather conditions or other force majeure events) to the extent they do not have a material and substantially disproportionate impact on EyeWonder and its subsidiaries, taken as a whole, relative to other interactive digital advertising companies of comparable size;

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general conditions in the industries in which EyeWonder or any of its subsidiaries conduct business, and any changes therein (including any changes arising out of acts of terrorism, war, weather conditions or natural disasters) to the extent that they do not have a material and substantially disproportionate impact on EyeWonder and its subsidiaries, taken as a whole, relative to other interactive digital advertising companies of comparable size;

changes in U.S. generally accepted accounting principals, or GAAP, or any interpretations of GAAP;

the announcement or pendency of the merger agreement and the transactions contemplated thereby; or

the failure, of EyeWonder, in and of itself, to meet internal projections, forecasts or budgets of revenues, earnings or other financial metrics.

If adverse changes occur but Limelight and EyeWonder must still complete the merger, Limelight's stock price may suffer. This in turn may reduce the value of the merger to EyeWonder securityholders.

EyeWonder stockholders will have a reduced ownership and voting interest after the merger and will exercise less influence over management.

EyeWonder stockholders currently have the right to vote in the election of the board of directors of EyeWonder and on other matters affecting EyeWonder. While the EyeWonder stockholders will continue to have the right to vote, their relative voting power will be diminished. It is expected that the former stockholders of EyeWonder as a group will own approximately 13% of the outstanding shares of Limelight immediately after the completion of merger, which percentage is based upon the number of outstanding shares of Limelight common stock on March 1, 2010.

Because of this, EyeWonder's stockholders will have less influence on the management and policies of Limelight than they now have on the management and policies of EyeWonder.

The merger agreement limits EyeWonder's ability to pursue alternatives to the merger, which could discourage potential competing acquirers that might have an interest in acquiring EyeWonder.

The merger agreement contains a non-solicitation provision that limits EyeWonder's ability to solicit, facilitate or commit to competing third-party proposals to acquire all or a significant part of EyeWonder. In addition, as an inducement for Limelight to enter into the merger agreement, certain stockholders of EyeWonder entered into voting agreements covering the EyeWonder capital stock held by such stockholders with and in favor of Limelight dated as of December 21, 2009. Pursuant to these voting agreements, each such stockholder agreed, among other things, to vote all of the EyeWonder capital stock held by such stockholder in favor of the adoption of the merger agreement and the transactions contemplated by the merger agreement and against any proposal that would compete with the merger agreement and the transactions contemplated by the merger agreement. Also, as an inducement for Limelight to enter into the merger agreement, certain stockholders of EyeWonder entered into purchase agreements with and in favor of Limelight dated as of December 21, 2009. Pursuant to these purchase agreements, each such stockholder agreed, among other things, to sell the EyeWonder securities beneficially held by such stockholder to Limelight under certain specified circumstances. The non-solicitation provision of the merger agreement and the voting and purchase agreements might discourage a potential competing acquirer that might have an interest in acquiring all or a significant part of EyeWonder from considering or proposing that acquisition even if it were prepared to pay consideration with a higher per share market price than that proposed in the merger or might result in a potential competing acquirer proposing to pay a lower per share price to acquire EyeWonder than it might otherwise have proposed to pay.

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If Limelight fails to maintain proper and effective internal controls or fails to implement its controls and procedures at EyeWonder and its subsidiaries after the merger, Limelight's ability to produce accurate financial statements could be impaired, which could adversely affect its operating results, its ability to operate its business and investors' confidence in Limelight.

Limelight must ensure that it has adequate internal financial and accounting controls and procedures in place so that it can produce accurate financial statements on a timely basis. This obligation will become more difficult as a result of the acquisition of EyeWonder. Limelight is required to spend considerable effort on establishing and maintaining its internal controls, which is costly and time-consuming and needs to be reevaluated frequently. Limelight has very limited experience in designing and testing its internal controls. For example, during the third quarter of 2007, Limelight discovered material weaknesses in its system of internal controls over its revenue recognition and stock-based compensation processes that required it to restate its previously reported consolidated financial statements for the three- and nine-months ended September 30, 2006, the three-months and year ended December 31, 2006, the three-months ended March 31, 2007, and the three and six months ended June 30, 2007.

Limelight has only operated as a public company since June 2007 and it will continue to incur significant legal, accounting and other expenses as it complies with the Sarbanes-Oxley Act of 2002, as well as new rules subsequently implemented by the Securities and Exchange Commission and the Nasdaq Stock Market's Global Market. These rules impose various requirements on public companies, including requiring changes in corporate governance practices, increased reporting of compensation arrangements and other requirements. Limelight's management and other personnel will continue to devote a substantial amount of time to these compliance initiatives. Moreover, applying rules and regulations to the combined companies will increase Limelight's legal and financial compliance costs and will make some activities more time-consuming and costly. These rules and regulations could also make it more difficult for Limelight to attract and retain qualified persons to serve on its board of directors, its board committees or as executive officers.

Section 404 of the Sarbanes-Oxley Act of 2002 requires that Limelight include in its annual report its assessment of the effectiveness of its internal control over financial reporting and its audited financial statements as of the end of each fiscal year. Furthermore, Limelight's independent registered public accounting firm is required to report on whether it believes Limelight maintained, in all material respects, effective internal control over financial reporting as of the end of the year. Limelight successfully completed its assessment and obtained its auditors' attestation as to the effectiveness of its internal control over financial reporting as of December 31, 2009 and 2008, respectively. EyeWonder has not been required to establish or test internal controls required for public companies and its auditors have not reviewed its internal controls or procedures. Limelight's continued compliance with Section 404 will require that it incur substantial expense and expend significant management time on compliance related issues, including Limelight's efforts in implementing controls and procedures for EyeWonder and its subsidiaries. Limelight currently does not have an internal audit group and uses an international accounting firm to assist it with its assessment of the effectiveness of its internal controls over financial reporting. In future years, if Limelight fails to timely complete this assessment, or if its auditors cannot timely attest, there may be a loss of public confidence in its internal controls, the market price of its stock could decline and Limelight could be subject to regulatory sanctions or investigations by the Nasdaq Stock Market's Global Market, the Securities and Exchange Commission 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 Limelight's operating results or cause it to fail to timely meet its regulatory reporting obligations.

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The merger is subject to the receipt of consents and approvals from regulatory authorities that may impose conditions that could have an adverse effect on Limelight or, if not obtained, could prevent completion of the merger.

Before the merger may be completed, various approvals or consents must be obtained from various regulatory and other authorities. This includes filing all required notices to governmental authorities, including the required filings with the U.S. Department of Justice, or the DOJ, and the Federal Trade Commission, or the FTC, pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, referred to herein as the HSR Act. Limelight and EyeWonder filed the applications to obtain the applicable regulatory approvals on January 25, 2010. On January 29, 2010, the Premerger Notification Office of the FTC informed the parties that early termination of the statutory waiting period had been granted.

However, either the DOJ or FTC could open an investigation of the merger and could also challenge or seek to block the merger under the antitrust laws, as it deems necessary or desirable in the public interest, even after the statutory waiting period has been early terminated, and even after completion of the merger. State attorneys general in the various states in which Limelight and EyeWonder operate may also open an investigation of the merger. In addition, in some jurisdictions, a competitor, customer or other third party could initiate a private action under the antitrust laws challenging or seeking to enjoin the merger, before or after completion of the merger. Limelight and EyeWonder cannot be sure that a challenge to the merger will not be made or that, if a challenge is made, Limelight and EyeWonder will prevail. For a full description of the regulatory clearances, consents and approvals required for the merger, please see Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Regulatory Approvals Required for the Merger beginning on page 92.

Failure to complete the merger could negatively affect both Limelight and EyeWonder's future business and operations.

If the merger is not completed for any reason, Limelight and EyeWonder may each be subject to a number of material risks. If the merger agreement is terminated, Limelight and EyeWonder may each be unable to pursue another business combination transaction on terms as favorable as those set forth in the merger agreement, or at all. This could limit both Limelight's and EyeWonder's ability to pursue their strategic goals. Costs related to the merger, such as financial advisory, legal, accounting and printing fees, must be paid even if the merger is not completed. In addition, EyeWonder may be required under certain circumstances to pay Limelight, and Limelight may be required under certain circumstances to pay EyeWonder, a termination fee of \$3.5 million.

A shift or decline in the demand for interactive digital advertising products and services could substantially reduce the anticipated benefits of the merger.

Limelight expects that customers will continue to purchase interactive digital advertising products and services and that the acquisition of EyeWonder will result in new market opportunities. However, if customer demand in the digital advertising market decreases or is less than expected, or if customer preferences shift to new or different products or services, then Limelight may not realize all of the anticipated benefits of the merger.

Failure to achieve cost synergies could harm Limelight's business and operating results.

Limelight anticipates that the merger will result in cost synergies associated with combining facilities, IT infrastructure, and certain functions such as finance, human resources and administrative services. However, differences between the two companies' operations could cause unforeseen delays in the integration process, result in lower savings than originally anticipated, or both, which could adversely affect Limelight's business and operating results.

The combined company will face uncertainties related to the effectiveness of internal controls.

Although each of Limelight's and EyeWonder's management has determined, and each of their respective independent registered public accounting firms have attested, that their respective internal controls were effective

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as of the end of their most recent fiscal years, there can be no assurance that the combined company or its independent registered public accounting firm will not identify a material weakness in the combined company's internal controls in the future. A material weakness in internal controls over financial reporting would require management and the combined company's independent public accounting firm to evaluate its internal controls as ineffective. If internal controls over financial reporting are not considered adequate, the combined company may experience a loss of public confidence, which could have an adverse effect on its business and stock price.

Limelight and EyeWonder may waive one or more of the conditions of the merger without re-soliciting stockholder approval for the merger.

Each of the conditions to Limelight's and EyeWonder's obligations to complete the merger may be waived, in whole or in part, to the extent permitted by applicable law, by agreement of Limelight and EyeWonder, if the condition is a condition to both Limelight's and EyeWonder's obligation to complete the merger, or by the party for which such condition is a condition of its obligation to complete the merger. The boards of directors of Limelight and EyeWonder may evaluate the materiality of any such waiver to determine whether amendment of this proxy statement/prospectus and re-solicitation of proxies are necessary. Limelight and EyeWonder, however, generally do not expect any such waiver to be significant enough to require re-solicitation of stockholders. In the event that any such waiver is not determined to be significant enough to require re-solicitation of stockholders, the companies will have the discretion to complete the merger without seeking further stockholder approval. Additionally, following approval of the merger proposal by EyeWonder's stockholders, any amendment that would require approval of EyeWonder's stockholders may be made upon the approval of the stockholder representative which approval will be binding on EyeWonder's stockholders.

Risks Relating to Limelight

Limelight is a party to several lawsuits, and an adverse outcome in any or all of those lawsuits is possible, which could have a significant, adverse effect on Limelight's financial condition and operations. If an injunction were entered against Limelight it could force Limelight to cease providing its CDN services.

Limelight is a defendant in three significant lawsuits. In each case Limelight currently has favorable rulings, but it cannot provide any assurance that these favorable rulings won't be overturned or reversed on appeal, or that the ultimate outcome of any of these lawsuits won't be materially adverse to Limelight. The expenses of defending these lawsuits and other lawsuits to which Limelight may become a party, particularly fees paid to its lawyers and expert consultants, have been and will continue to be significant and will continue to adversely affect Limelight's operating results during the pendency of the lawsuits. This litigation will also continue to be a distraction to Limelight's management in operating Limelight's business. Limelight expects that its litigation expenses will continue to be significant on a quarterly basis for the foreseeable future.

In February 2008, a jury returned a verdict in a patent infringement lawsuit filed by Akamai Technologies, Inc., or Akamai, and the Massachusetts Institute of Technology, or MIT, against Limelight, finding that Limelight infringed four claims of the patent at issue and rejecting its invalidity defenses. The jury awarded Akamai an aggregate of approximately \$45.5 million in lost profits, reasonable royalties and price erosion damages, plus pre-judgment interest estimated to be \$2.6 million that Limelight recorded in 2007. During 2008 Limelight recorded an additional provision of approximately \$17.5 million for potential additional infringement damages and interest.

The court conducted a bench trial in November 2008, regarding Limelight's equitable defenses; and Limelight filed a motion for reconsideration of the court's earlier denial of Limelight's motion for Judgment as a Matter of Law (JMOL). Limelight's motion for JMOL was based largely upon a clarification in the standard for a finding of joint infringement articulated by the Federal Circuit in the case of *Muniauction, Inc. v. Thomson Corp.* (the *Muniauction Case*), released after the court denied Limelight's initial motion for JMOL. On April 24, 2009 the court issued its order and memorandum setting aside the adverse jury verdict and ruling that

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Limelight does not infringe Akamai's 703 patent and that Limelight is entitled to judgment as a matter of law. Based upon the court's April 24, 2009 order Limelight has reversed the provision for litigation relating to this matter as it no longer believes that payment of any amounts represented by the litigation provision is probable. Although the court has entered judgment in Limelight's favor and Limelight believes the ruling of the court is correct, Akamai has appealed the judgment and Limelight cannot provide any assurance that the lawsuit ultimately will be resolved in its favor. An adverse ruling could seriously impact Limelight's ability to conduct its business and to offer its products and services to its customers. A permanent injunction could prevent Limelight from operating its CDN to deliver certain types of traffic, which could impact the viability of its business. Any adverse ruling, in turn, would harm Limelight's revenue, market share, reputation, liquidity and overall financial position.

In January 2009, in a patent infringement lawsuit filed by Level 3 Communications LLC, or Level 3, against Limelight, a jury returned a verdict finding that Limelight did not infringe any of the claims of the patents at issue in that case. The court denied Level 3's subsequent motion for JMOL or alternatively for a new trial, and entered judgment in Limelight's favor. Level 3 has appealed the judgment. Although Limelight believes the jury verdict and the judgment in this matter are correct, Limelight cannot provide any assurance at this time that the lawsuit ultimately will be resolved in Limelight's favor. An adverse ruling could seriously impact Limelight's ability to conduct its business and to offer its products and services to its customers. A permanent injunction could prevent Limelight from operating its CDN to deliver certain types of traffic, which could impact the viability of its business. Any adverse ruling, in turn, would harm Limelight's revenue, market share, reputation, liquidity and overall financial position.

In August 2007, Limelight, certain of Limelight's officers and directors, and the firms that served as the lead underwriters in Limelight's initial public offering were named as defendants in several purported class action lawsuits. These lawsuits have been consolidated into a single lawsuit in the United States District Court for the District of Arizona. The consolidated complaint asserts causes of action under Sections 11, 12 and 15 of the Securities Act of 1933, as amended, on behalf of a professed class consisting of all those who were allegedly damaged as a result of acquiring Limelight's common stock in Limelight's initial public offering between June 8, 2007 and August 8, 2007. The complaint seeks compensatory damages and plaintiffs' costs and expenses in the litigation. The complaint alleges, among other things, that Limelight omitted and/or misstated certain facts concerning the seasonality of its business and the loss of revenue with respect to certain customers. On March 17, 2008, Limelight and the individual defendants moved to dismiss all of the plaintiffs' claims, and a hearing was held on this motion on June 16, 2008. On August 8, 2008, the court granted the motion to dismiss, dismissing the plaintiffs' claims under Section 12 with prejudice and granting leave to amend the claims under Sections 11 and 15. Plaintiffs chose not to amend the claims under Sections 11 and 15, and on August 29, 2008 the court entered judgment in favor of Limelight. On September 5, 2008, the plaintiffs filed a notice of appeal, and appellate briefs were filed by the parties in January and February 2009. Limelight has in place directors and officers liability insurance and notice of this matter has been given to the insurance carriers. The insurance has reimbursed certain of the expenses incurred by Limelight in defending this action. In November 2009 the parties entered into a Memorandum of Understanding to settle this lawsuit for an amount well within the coverage limits of the primary carrier of Limelight's directors and officers liability insurance, and Limelight is seeking court approval to finalize the settlement. Although Limelight believes that Limelight and the individual defendants have meritorious defenses to the claims made in the complaint, there can be no assurance at this time that the settlement will be approved by the court, or otherwise completed. If Limelight receives an adverse ruling with respect to the approval of the settlement in this case and Limelight subsequently receives an adverse judgment which exceeds the amount of its directors and officers liability insurance coverage or that insurance is not available to satisfy the judgment, such a ruling could harm its liquidity and overall financial position.

Limelight may need to defend its intellectual property and processes against patent or copyright infringement claims, which would cause it to incur substantial costs and threaten its ability to do business.

Companies, organizations or individuals, including Limelight's competitors, may hold or obtain patents or other proprietary rights that would prevent, limit or interfere with Limelight's ability to make, use or sell its

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services or develop new services, which could make it more difficult for Limelight to operate its business. From time to time, Limelight may receive inquiries from holders of patents inquiring whether Limelight infringes 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. In addition, if Limelight is determined to have infringed upon a third party's intellectual property rights, it may 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 Limelight is forced to take any of these actions, its business may be seriously harmed. In the event of a successful claim of infringement against Limelight and its failure or inability to obtain a license to the infringed technology, its business and operating results could be harmed.

Limelight currently faces competition from established competitors and may face competition from others in the future.

Limelight competes in markets that are intensely competitive, rapidly changing and characterized by constantly declining prices and vendors offering a wide range of content delivery solutions. Limelight has experienced and expects to continue to experience increased competition, and particularly aggressive price competition. Many of Limelight's current competitors, as well as a number of its potential competitors, have longer operating histories, greater name recognition, broader customer relationships and industry alliances and substantially greater financial, technical and marketing resources than it does. As a consequence of the competitive dynamics in Limelight's market it has experienced reductions in its prices, which in turn adversely affect its revenue, gross margin and operating results.

Limelight's primary competitors include content delivery service providers such as Akamai, Level 3 Communications, AT&T, CDNetworks and Internap Network Services Corporation, which acquired VitalStream. Also, as a result of the growth of the content delivery market, a number of companies have recently entered or are currently attempting to enter Limelight's market, either directly or indirectly, some of which may become significant competitors in the future. Limelight's competitors may be able to respond more quickly than it can to new or emerging technologies and changes in customer requirements. Given the relative ease by which customers typically can switch among CDN providers, differentiated offerings or pricing by competitors could lead to a rapid loss of customers. Some of Limelight's 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 Limelight offers. In addition, as Limelight expands internationally, it faces different market characteristics and competition with local content delivery service providers, many of which 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 Limelight's business, financial condition and results of operations.

If Limelight fails to manage future growth effectively, it may not be able to market and sell its services successfully.

Limelight's future operating results will depend to a large extent on its ability to manage expansion and growth successfully. Risks that Limelight faces in undertaking this expansion include: training new sales

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personnel to become productive and generate revenue; forecasting revenue; controlling expenses and investments in anticipation of expanded operations; implementing and enhancing its content delivery network (CDN), and administrative infrastructure, systems and processes; addressing new markets; and expanding international operations. A failure to manage its growth effectively could materially and adversely affect Limelight's ability to market and sell its products and services.

Limelight may lose customers if customers elect to develop content delivery solutions internally.

Limelight's customers and potential customers may decide to develop their own content delivery solutions rather than outsource these solutions to CDN services providers like Limelight. This is particularly true as Limelight's customers increase their operations and begin expending greater resources on delivering their content using third-party solutions. If Limelight fails to offer CDN services that are competitive to in-sourced solutions, it may lose additional customers or fail to attract customers that may consider pursuing this in-sourced approach, and its business and financial results would suffer.

Limelight may lose customers if customers are unable to build business models that effectively monetize delivery of their content.

Some of Limelight's customers will not be successful in selling advertising or otherwise monetizing the content it delivers on their behalf and consequently may not be successful in creating a profitable business model. This will result in some of Limelight's customers discontinuing their Internet or web-based business operations and discontinuing use of Limelight's services and products. Further, weakness and related uncertainty in the global financial markets and economy which has included, among other things, significant reductions in available capital and liquidity from banks and other providers of credit, substantial reductions and/or fluctuations in equity and currency values worldwide and concerns that the worldwide economy may be in a prolonged recessionary period may materially adversely impact Limelight's customers' access to capital or willingness to spend capital on Limelight's 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 Limelight's 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 Limelight. From time to time Limelight discontinues service to customers for non-payment of services. Limelight expects further customers may discontinue operations or not be willing or able to pay for services that they have ordered from Limelight. Further loss of customers may adversely affect Limelight's financial results.

Rapidly evolving technologies or new business models could cause demand for Limelight's CDN services to decline or could cause these services to become obsolete.

Customers or third parties may develop technological or business model innovations that address content delivery requirements in a manner that is, or is perceived to be, equivalent or superior to Limelight's CDN services. If competitors introduce new products or services that compete with or surpass the quality or the price/performance of Limelight's services, Limelight may be unable to renew its agreements with existing customers or attract new customers at the prices and levels that allow it to generate attractive rates of return on its investment. For example, one or more third parties might develop improvements to current peer-to-peer technology, which is a technology that relies upon the computing power and bandwidth of its participants, such that this technological approach is better able to deliver content in a way that is competitive to Limelight's CDN services, or even makes CDN services obsolete. Limelight may not anticipate such developments and may be unable to adequately compete with these potential solutions. In addition, Limelight's customers' business models may change in ways that it does not anticipate and these changes could reduce or eliminate its customers' needs for CDN services. If this occurred, Limelight could lose customers or potential customers, and its business and financial results would suffer. As a result of these or similar potential developments, in the future it is possible that competitive dynamics in Limelight's market may require it to reduce its prices, which could harm its revenue, gross margin and operating results.

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If Limelight is unable to sell its services at acceptable prices relative to its costs, its revenue and gross margins will decrease, and its 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. Limelight has invested significant amounts in purchasing capital equipment to increase the capacity of its content delivery services. For example, in 2006, 2007, 2008 and 2009 Limelight invested \$40.6 million, \$22.3 million, \$17.4 million and \$20.4 million, respectively, in capital expenditures primarily for computer equipment associated with the build-out and expansion of its CDN. Limelight's investments in its infrastructure are based upon its assumptions regarding future demand and also prices that it will be able to charge for its services. These assumptions may prove to be wrong. If the price that Limelight is able to charge customers to deliver their content falls to a greater extent than it anticipates, if Limelight over-estimates future demand for its services or if Limelight's costs to deliver its services do not fall commensurate with any future price declines, Limelight may not be able to achieve acceptable rates of return on its infrastructure investments and its gross profit and results of operations may suffer dramatically.

During 2010, as Limelight further expands its CDN and begins to refresh its network equipment, it expects its capital expenditures to be approximately 15% to 17% of total revenue. As a consequence, Limelight is dependent on significant future growth in demand for its services to provide the necessary gross profit to pay these additional expenses. If Limelight fails to generate significant additional demand for its services, its results of operations will suffer and it may fail to achieve planned or expected financial results. There are numerous factors that could, alone or in combination with other factors, impede Limelight's ability to increase revenue, moderate expenses or maintain gross margins, including:

failure to increase sales of its core 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 it can charge for its services and products;

inability to maintain Limelight's prices relative to its costs;

failure of its 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 its increase in new customers or its sales to existing customers;

failure to increase sales of its services to current customers as a result of their ability to reduce their monthly usage of its services to their minimum monthly contractual commitment;

failure of a significant number of customers to pay its fees on a timely basis or at all or failure to continue to purchase its services in accordance with their contractual commitments; and

inability to attract high-quality customers to purchase and implement its current and planned services.

If Limelight is unable to develop new services and enhancements to existing services or fails to predict and respond to emerging technological trends and customers' changing needs, its operating results may suffer.

The market for Limelight's CDN services is characterized by rapidly changing technology, evolving industry standards and new product and service introductions. Limelight's operating results depend on its ability to develop and introduce new services into existing and emerging markets. The process of developing new technologies is complex and uncertain. Limelight must commit significant resources to developing new services or enhancements to its existing services before knowing whether its investments will result in services the market

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will accept. Furthermore, Limelight may not execute successfully its technology initiatives because of errors in planning or timing, technical hurdles that it fails to overcome in a timely fashion, misunderstandings about market demand or a lack of appropriate resources. As prices for CDN continue to fall, Limelight will increasingly rely on new product offerings and other value added services to maintain or increase its gross margins. Failures in execution or market acceptance of new services Limelight introduces could result in competitors providing those solutions before Limelight does, which could lead to loss of market share, revenue and earnings.

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

During any given fiscal period, a relatively small number of customers typically account for a significant percentage of Limelight's revenue. For example, in 2009, sales to Limelight's top 10 customers, in terms of revenue, accounted for approximately 36% of its total revenue. During 2008 and 2007, sales to Limelight's top 10 customers, in terms of revenue, accounted for approximately 38% and 45%, respectively of its total revenue. During 2009, 2008, and 2007 one of these top 10 customers, Microsoft, represented approximately 14%, 18%, and 12%, respectively, of Limelight's total revenue for that period. Microsoft, and other 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 Limelight's top 10 customers have continually changed, and it has also experienced significant fluctuations in its individual customers' usage of its services. As a consequence, Limelight may not be able to adjust its expenses in the short term to address the unanticipated loss of a large customer during any particular period. As such, Limelight may experience significant, unanticipated fluctuations in its operating results which may cause it to not meet its expectations or those of stock market analysts, which could cause its stock price to decline.

If Limelight is unable to attract new customers or to retain its existing customers, its revenue could be lower than expected and its operating results may suffer.

In addition to adding new customers to increase Limelight's revenue, it must sell additional services to existing customers and encourage existing customers to increase their usage levels. If Limelight's existing and prospective customers do not perceive its services to be of sufficiently high value and quality, it may not be able to retain its current customers or attract new customers. Limelight sells its services pursuant to service agreements that generally include some form of financial minimum commitment. Limelight's customers have no obligation to renew their contracts for its 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 Limelight's customers have the right to cancel their service agreements prior to the expiration of the terms of their agreements. This fact, in addition to the changing competitive landscape in Limelight's market, means that it cannot accurately predict future customer renewal rates or usage rates. Limelight's customers' renewal rates may decline or fluctuate as a result of a number of factors, including:

their satisfaction or dissatisfaction with its services;

the prices of its services;

the prices of services offered by its competitors;

discontinuation by its customers of their Internet or web-based content distribution business;

mergers and acquisitions affecting its customer base; and

reductions in its customers' spending levels.

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

It also is an important component of Limelight's growth strategy to market its CDN services to industries, such as enterprise and the government. As an organization, Limelight does not have significant experience in selling its services into these markets. Limelight has only recently begun a number of these initiatives, and its ability to successfully sell its services into these markets to a meaningful extent remains unproven. If Limelight is unsuccessful in such efforts, its business, financial condition and results of operations could suffer.

Limelight's results of operations may fluctuate in the future. As a result, Limelight may fail to meet or exceed the expectations of securities analysts or investors, which could cause its stock price to decline.

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

its ability to increase sales to existing customers and attract new customers to its CDN services;

the addition or loss of large customers, or significant variation in their use of its CDN services;

costs associated with current or future intellectual property lawsuits and other lawsuits;

service outages or security breaches;

the amount and timing of operating costs and capital expenditures related to the maintenance and expansion of its business, operations and infrastructure;

the timing and success of new product and service introductions by Limelight or its competitors;

the occurrence of significant events in a particular period that result in an increase in the use of its CDN services, such as a major media event or a customer's online release of a new or updated video game;

changes in its pricing policies or those of its competitors;

the timing of recognizing revenue;

limitations of the capacity of its content delivery network and related systems;

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the timing of costs related to the development or acquisition of technologies, services or businesses;

general economic, industry and market conditions (such as the fluctuations experienced in the stock and credit markets during the recent deterioration of global economic conditions) and those conditions specific to Internet usage;

limitations on usage imposed by its customers in order to limit their online expenses; and

geopolitical events such as war, threat of war or terrorist actions.

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

After being profitable in 2004 and 2005, Limelight was unprofitable in 2006, 2007 and 2008 primarily due to increased stock-based compensation expense and litigation costs, which could affect its ability to achieve and maintain profitability in the future.

Limelight's adoption of ASC 718 (formerly FAS 123R) in 2006 substantially increased the amount of share-based compensation expense Limelight records and has had a significant impact on its results of operations. After being profitable in 2004 and 2005, Limelight was unprofitable in 2006, 2007 and 2008 partially due to an increase in its share-based compensation expense which increased from \$0.1 million in 2005 to \$9.2 million in 2006, to \$18.9 million in 2007 to \$18.1 million in 2008, and to \$17.5 million in 2009. This increase in share-based compensation expense reflects an increase in the level of stock options, restricted stock and restricted stock units (RSUs) grants. Limelight's unrecognized share-based compensation expense totaled \$26.1 million at December 31, 2009, of which Limelight expects to amortize \$14.2 million during 2010, \$8.2 million in 2011 and the remainder thereafter based upon the scheduled vesting of the options, restricted stock and RSUs outstanding at that time. Limelight further expects its share-based compensation expense to decrease in 2010 from 2008 and 2009 levels, and potentially to increase thereafter as it grants additional options or restricted stock awards including options and restricted stock units to be granted to EyeWonder continuing employees in connection with the merger. The increased share-based compensation expense could adversely affect its ability to achieve and maintain profitability in the future. In 2006, Limelight was sued by Akamai and MIT alleging infringement of certain patents. In December 2007, Limelight was sued by Level 3 Communications alleging infringement of certain patents. Limelight has incurred, and will continue to incur, significant costs associated with litigation. These costs were \$3.1 million, \$7.3 million and \$20.8 million, respectively, in 2006, 2007 and 2008, respectively. For the year ended December 31, 2009, Limelight incurred \$5.4 million in litigation costs. Limelight expects these costs will continue to be significant during 2010.

Limelight generates its revenue almost entirely from the sale of CDN services, and the failure of the market for these services to expand as Limelight expects or the reduction in spending on those services by Limelight's current or potential customers would seriously harm its business.

While Limelight offers its customers a number of services associated with its CDN, it generated the majority of its revenue in 2006, 2007, 2008 and 2009 from charging its customers for the content delivered on the customers' behalf through its CDN. As Limelight does not currently have other meaningful sources of revenue, Limelight is 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 Limelight expects or grows more slowly, then Limelight may fail to achieve a return on the significant investment it is making to prepare for this growth. Limelight's success, therefore, depends on the continued and increasing reliance on the Internet for delivery of media content and its ability to cost-effectively deliver these services. Factors that may have a general tendency to limit or reduce the number of users relying on the Internet for media content or the number of providers making this content available online include a general decline in Internet usage, litigation involving Limelight's customers and third-party restrictions on online content, including copyright restrictions, digital rights management and restrictions in certain geographic regions, as well as 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 factors may cause Limelight's current or potential customers to reduce their spending on CDN services, which would seriously harm its operating results and financial condition.

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Many of Limelight's significant current and potential customers are pursuing emerging or unproven business models which, if unsuccessful, could lead to a substantial decline in demand for its CDN 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 Limelight's customers' business models that center on the delivery of rich media and other content to users remain unproven. For example, social media companies have been among Limelight's top recent customers and are pursuing emerging strategies for monetizing the user content and traffic on their web sites. Limelight's customers will not continue to purchase its CDN services if their investment in providing access to the media stored on or deliverable through its CDN does not generate a sufficient return on their investment. A reduction in spending on CDN services by Limelight's current or potential customers would seriously harm its operating results and financial condition.

Limelight's business will be adversely affected if it is unable to protect its intellectual property rights from unauthorized use or infringement by third parties.

Limelight relies on a combination of patent, copyright, trademark and trade secret laws and restrictions on disclosure to protect its intellectual property rights. These legal protections afford only limited protection, and Limelight has only one currently issued patent. Monitoring infringement of Limelight's intellectual property rights is difficult, and Limelight cannot be certain that the steps it has taken will prevent unauthorized use of its intellectual property rights. Limelight has applied for patent protection in a number of foreign countries, but the laws in these jurisdictions may not protect Limelight's proprietary rights as fully as in the United States. Furthermore, Limelight 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 Limelight.

Any unplanned interruption in the functioning of Limelight's network or services could lead to significant costs and disruptions that could reduce its revenue and harm its business, financial results and reputation.

Limelight's business is dependent on providing its customers with fast, efficient and reliable distribution of application and content delivery services over the Internet. Many of Limelight's customers depend primarily or exclusively on its services to operate their businesses. Consequently, any disruption of Limelight's services could have a material impact on its customers' businesses. Limelight's network or services could be disrupted by numerous events, including natural disasters, failure or refusal of its third-party network providers to provide the necessary capacity, failure of Limelight's software or CDN delivery infrastructure and power losses. In addition, Limelight deploys its servers in approximately 72 third-party co-location facilities, and these third-party co-location providers could experience system outages or other disruptions that could constrain Limelight's ability to deliver its services. Limelight may also experience disruptions caused by software viruses or other attacks by unauthorized users.

While Limelight has not experienced any significant, unplanned disruption of its services to date, its CDN may fail in the future. Despite Limelight's significant infrastructure investments, it may have insufficient communications and server capacity to address these or other disruptions, which could result in interruptions in its services. Any widespread interruption of the functioning of Limelight's CDN and related services for any reason would reduce its revenue and could harm its business and financial results. If such a widespread interruption occurred or if Limelight failed to deliver content to users as expected during a high-profile media event, game release or other well-publicized circumstance, its reputation could be damaged severely. Moreover, any disruptions could undermine confidence in Limelight's services and cause it to lose customers or make it more difficult to attract new ones, either of which could harm its business and results of operations.

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Limelight may have difficulty scaling and adapting its existing architecture to accommodate increased traffic and technology advances or changing business requirements, which could lead to the loss of customers and cause Limelight to incur unexpected expenses to make network improvements.

Limelight's CDN services are highly complex and are designed to be deployed in and across numerous large and complex networks. Limelight's network infrastructure has to perform well and be reliable for Limelight to be successful. The greater the user traffic and the greater the complexity of Limelight's products and services, the more resources Limelight will need to invest in additional infrastructure and support. Further, as a result of the adverse jury verdict in February 2008 in the Akamai Technologies, Inc. v. Limelight Networks, Inc. lawsuit, which verdict was overturned by the court's April 24, 2009 order granting Limelight's motion for judgment as a matter of law, Limelight made significant investment in designing and implementing changes to its CDN architecture in order to implement its CDN services in a manner it believes does not infringe the claims of Akamai's '703 patent as alleged in the February 2008 trial. Limelight has spent and expects to continue to spend substantial amounts on the purchase and lease of equipment and data centers and the upgrade of its technology and network infrastructure to handle increased traffic over its network, implement changes to its CDN architecture and to roll out new products and services. This expansion is expensive and complex and could result in inefficiencies, operational failures or defects in Limelight's network and related software. If Limelight does not implement such changes or expand successfully, or if it experiences inefficiencies and operational failures, the quality of its products and services and user experience could decline. From time to time, Limelight has needed to correct errors and defects in its software or in other aspects of its CDN. In the future, there may be additional errors and defects that may harm Limelight's ability to deliver its services, including errors and defects originating with third party networks or software on which it relies. These occurrences could damage Limelight's reputation and lead it to lose current and potential customers. Limelight must continuously upgrade its infrastructure in order to keep pace with its customers' evolving demands. Cost increases or the failure to accommodate increased traffic or these evolving business demands without disruption could harm Limelight's operating results and financial condition.

Limelight's operations are dependent in part upon communications capacity provided by third-party telecommunications providers. A material disruption of the communications capacity Limelight has leased could harm its results of operations, reputation and customer relations.

Limelight leases private line capacity for its backbone from a third party provider, Global Crossing Ltd. Limelight's contracts for private line capacity with Global Crossing generally have terms of three to four years. In January and September 2009, Limelight amended its agreement with Global Crossing to enhance the private line capacity for its backbone. The communications capacity Limelight has leased may become unavailable for a variety of reasons, such as physical interruption, technical difficulties, contractual disputes, or the financial health of Limelight's third party provider. As it would be time consuming and expensive to identify and obtain alternative third-party connectivity, Limelight is dependent on Global Crossing in the near term. Financial failure of Global Crossing could jeopardize utilization of the service fees pre-paid by Limelight under its agreement with Global Crossing. Additionally, as Limelight grows, it anticipates requiring greater private line capacity than it currently has in place. If Limelight is unable to obtain such capacity on terms commercially acceptable to it or at all, its business and financial results would suffer. Limelight may not be able to deploy on a timely basis enough network capacity to meet the needs of its customer base or effectively manage demand for its services.

Limelight's business depends on continued and unimpeded access to third-party controlled end-user access networks.

Limelight's content delivery services depend on its 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, such as the deployment of a variety of filters, that could degrade, disrupt or increase the cost of Limelight's or its customers' access to certain of these end-user access networks by restricting or prohibiting the use of their networks to support or facilitate Limelight's services, or by charging

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increased fees to Limelight, its customers or end-users in connection with its services. This or other types of interference could result in a loss of existing customers, increased costs and impairment of Limelight's ability to attract new customers, thereby harming its revenue and growth.

In addition, the performance of Limelight's infrastructure depends in part on the direct connection of its CDN to a large number of end-user access networks, known as peering, which it achieves through mutually beneficial cooperation with these networks. If in the future a significant percentage of these network operators elected to no longer peer with Limelight's CDN, the performance of its infrastructure could be diminished, and its business could suffer.

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

Limelight's business depends on its ability to deliver media content in all major formats. If Limelight's legal right or technical ability to store and deliver content in one or more popular proprietary content formats, such as Adobe Flash or Windows Media, was limited, its ability to serve its customers in these formats would be impaired and the demand for its content delivery 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 its use of such formats, which could lead to additional expenses for Limelight and for its customers, or which could prevent its delivery of this type of content altogether. Such interference could result in a loss of existing customers, increased costs and impairment of Limelight's ability to attract new customers, which would harm its revenue, operating results and growth.

As part of its business strategy, Limelight may acquire additional businesses or technologies and it may have difficulty integrating these operations.

Limelight may seek to acquire additional businesses or technologies that are complementary to its business. Acquisitions involve a number of risks to Limelight's business, including the difficulty of integrating the operations and personnel of the acquired companies, the potential disruption of Limelight's ongoing business, the potential distraction of management, expenses related to the acquisition and potential unknown liabilities associated with acquired businesses. Any inability to integrate operations or personnel in an efficient and timely manner could harm Limelight's results of operations. Limelight has little prior experience as a company in this complex process of acquiring and integrating businesses. If Limelight is not successful in completing acquisitions that it may pursue in the future, it may be required to reevaluate its business strategy, and it may incur substantial expenses and devote significant management time and resources without a productive result. In addition, future acquisitions will require the use of Limelight's available cash or dilutive issuances of securities. Future acquisitions or attempted acquisitions could also harm Limelight's ability to achieve profitability. Limelight may also experience significant turnover from the acquired operations or from its current operations as it integrates businesses.

If Limelight is unable to retain its key employees and hire qualified sales and technical personnel, its ability to compete could be harmed.

Limelight's future success depends upon the continued services of its executive officers and other key technology, sales, marketing and support personnel who have critical industry experience and relationships that they rely on in implementing Limelight's business plan. In particular, Limelight is dependent on the services of its Chief Executive Officer, Jeffrey W. Lunsford and also its Chief Technical Officer, Nathan F. Raciborski. Neither of these officers nor any of Limelight's other key employees, are bound by an employment agreement for any specific term. There is increasing competition for talented individuals with the specialized knowledge to deliver content delivery services and this competition affects Limelight's ability to retain key employees and hire new ones. The loss of the services of any of Limelight's key employees could disrupt its operations, delay the development and introduction of its services, and negatively impact its ability to sell its services.

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Limelight faces risks associated with international operations that could harm its business.

Limelight has operations, equipment and personnel in the United States, France, Germany, the Netherlands, Japan, Singapore and the United Kingdom, and it currently maintains network equipment in Australia, Canada, Hong Kong, Ireland, South Korea, Sweden, Italy and Spain. As part of Limelight's growth strategy, it intends to expand its sales and support organizations internationally, as well as to further expand its international network infrastructure. Limelight has limited experience in providing its services internationally and such expansion could require it to make significant expenditures, including the hiring of local employees, in advance of generating any revenue. As a consequence, Limelight may fail to achieve profitable operations that will compensate its investment in international locations. Limelight is subject to a number of risks associated with international business activities that may increase its costs, lengthen its sales cycle and require significant management attention.

These risks include:

increased expenses associated with sales and marketing, deploying services and maintaining Limelight's infrastructure in foreign countries;

competition from local content delivery service providers, many of which are very well positioned within their local markets;

unexpected changes in regulatory requirements preventing Limelight from operating its CDN or resulting in unanticipated costs and delays;

interpretations of laws or regulations that would subject Limelight to regulatory supervision or, in the alternative, require it to exit a country, which could have a negative impact on the quality of its services or its 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

potentially adverse tax consequences.

Internet-related and other laws relating to taxation issues, privacy and consumer protection and liability for content distributed over Limelight's network, could harm its 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 Limelight's. Increased regulation could negatively affect Limelight's business directly, as well as the businesses of its customers, which could reduce their demand for Limelight's services. For example, tax authorities abroad may impose taxes on the Internet-related revenue Limelight generates based on where its internationally deployed servers are located. In addition, domestic and international taxation laws are subject to change. Limelight's services, or the businesses of its customers, may become subject to increased taxation, which could harm its financial results either directly or by forcing its customers to scale back their operations and use of its services in order to maintain their operations. In addition, the laws relating to the liability of private network operators for information carried on 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. Limelight may become subject to legal claims such as defamation, invasion of privacy and copyright

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infringement in connection with content stored on or distributed through its network. In addition, Limelight's reputation could suffer as a result of its perceived association with the type of content that some of its customers deliver. If Limelight needs to take costly measures to reduce its exposure to these risks, or is required to defend itself against such claims, its financial results could be negatively affected.

Several other federal laws also could expose Limelight to liability and impose significant additional costs on it. For example, the Digital Millennium Copyright Act has provisions that limit, but do not eliminate, Limelight's liability for the delivery of customer content that infringe copyrights or other rights, so long as Limelight complies with the statutory requirements of the Act. 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. Compliance with these laws and regulations is complex and any failure on Limelight's part to comply with these regulations may subject it to additional liabilities.

If Limelight is required to seek additional funding, such funding may not be available on acceptable terms or at all.

Limelight may need to obtain additional funding due to a number of factors beyond its control, 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. For example, Limelight will use approximately \$62 million in connection with the EyeWonder acquisition, which represents approximately 40% of its cash, cash equivalents and marketable securities classified as current as of December 31, 2009. Limelight believes that its cash, cash equivalents and marketable securities classified as current plus cash from operations will be sufficient to fund its operations and proposed capital expenditures for at least the next 12 months. However, Limelight may need funding before such time. If Limelight does need to obtain funding, it may not be available on commercially reasonable terms or at all. If Limelight is unable to obtain sufficient funding, its business would be harmed. Even if Limelight were able to find outside funding sources, it might be required to issue securities in a transaction that could be highly dilutive to its investors or it may be required to issue securities with greater rights than the securities it has outstanding today. Limelight might also be required to take other actions that could lessen the value of its common stock, including borrowing money on terms that are not favorable to it. If Limelight is unable to generate or raise capital that is sufficient to fund its operations, it may be required to curtail operations, reduce its capabilities or cease operations in certain jurisdictions or completely.

Limelight's business requires the continued development of effective business support systems to support its customer growth and related services.

The growth of Limelight's business depends on its 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;

delivering these services; and

timely billing for these services.

Because Limelight's business plan provides for continued growth in the number of customers that it serves and services offered, there is a need to continue to develop its business support systems on a schedule sufficient to meet proposed service rollout dates. The failure to continue to develop effective business support systems could harm Limelight's ability to implement its business plans and meet its financial goals and objectives.

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Changes in financial accounting standards or practices may cause adverse, unexpected financial reporting fluctuations and affect Limelight's reported results of operations.

A change in accounting standards or practices can have a significant effect on Limelight's operating results and may affect its 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 Limelight's reported financial results or the way it conducts its business. For example, Limelight's adoption of ASC 718 (formerly FAS 123R) in 2006 has increased the amount of stock-based compensation expense it records. This, in turn, has impacted Limelight's results of operations for the periods since this adoption and has made it more difficult to evaluate its recent financial results relative to prior periods.

Limelight has incurred, and will continue to incur significantly increased costs as a result of operating as a public company, and its management is required to devote substantial time to compliance initiatives.

As a public company, Limelight has incurred, and will continue to incur, significant accounting and other expenses that it did not incur as a private company. These expenses include increased accounting, legal and other professional fees, insurance premiums, investor relations costs, and costs associated with compensating Limelight's independent directors. In addition, the Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the Securities and Exchange Commission and the Nasdaq Global Market, imposes additional requirements on public companies, including requiring changes in corporate governance practices. For example, the listing requirements of the Nasdaq Global Market require that Limelight satisfies 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. Limelight's management and other personnel need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations have increased Limelight's 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 Limelight to obtain director and officer liability insurance. These rules and regulations could also make it more difficult for Limelight to identify and retain qualified persons to serve on its board of directors, its board committees or as executive officers.

Failure to effectively expand Limelight's sales and marketing capabilities could harm its ability to increase its customer base and achieve broader market acceptance of its services.

Increasing Limelight's customer base and achieving broader market acceptance of its services will depend to a significant extent on its ability to expand its sales and marketing operations. Historically, Limelight has concentrated its sales force at its headquarters in Tempe, Arizona. However, Limelight has recently begun building a field sales force to augment its sales efforts and to bring its sales personnel closer to its current and potential customers. Developing such a field sales force has been and will continue to be expensive and Limelight has limited knowledge in developing and operating a widely dispersed sales force. As a result, Limelight may not be successful in developing an effective sales force, which could cause its results of operations to suffer.

Limelight believes that there is significant competition for both inside and direct sales personnel with the sales skills and technical knowledge that it requires. Limelight's ability to achieve significant growth in revenue in the future will depend, in large part, on its success in recruiting, training and retaining sufficient numbers of inside and direct sales personnel. Limelight has expanded its sales and marketing personnel from a total of 13 at December 31, 2004 to 121 at December 31, 2007, to 140 at December 31, 2009. In addition, as of December 31, 2009, EyeWonder had approximately 59 sales and marketing personnel. New hires require significant training and, in most cases, take a significant period of time before they achieve full productivity. Limelight's recent hires and planned hires, including EyeWonder personnel, may not become as productive as Limelight would like, and Limelight may be unable to hire or retain sufficient numbers of qualified individuals in the future in the markets

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where it does business. Limelight's business will be seriously harmed if these expansion efforts do not generate a corresponding significant increase in revenue.

If the estimates Limelight makes, and the assumptions on which it relies, in preparing its financial statements prove inaccurate, its actual results may be adversely affected.

Limelight's financial statements have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires Limelight 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 Limelight's assets, liabilities, revenue and expenses, the amounts of charges accrued by it, and related disclosure of contingent assets and liabilities. Limelight bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances and at the time they are made. If Limelight's estimates or the assumptions underlying them are not correct, it may need to accrue additional charges or reduce the value of assets that could adversely affect Limelight's results of operations, investors may lose confidence in its ability to manage its business and its stock price could decline.

Risks Related to Ownership of Limelight's Common Stock

Limelight's limited operating history makes evaluating its business and future prospects difficult, and may increase the risk of your investment.

Limelight has only been in existence since 2001. A significant amount of Limelight's growth, in terms of employees, operations and revenue, has occurred since 2004. For example, Limelight's revenue has grown from \$5.0 million in 2003 to \$65.2 million in 2006 to \$131.7 million in 2009. As a consequence, Limelight has a limited operating history which makes it difficult to evaluate its business and its future prospects. Limelight has encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries, such as the risks described in this proxy statement/prospectus. If Limelight does not address these risks successfully, its business will be harmed.

The trading price of Limelight's common stock has been, and is likely to continue to be, volatile.

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

variations in its operating results;

announcements of technological innovations, new services or service enhancements, strategic alliances or significant agreements by Limelight or by its competitors;

commencement or resolution of Limelight's involvement in, and uncertainties arising from, litigation, particularly its current litigation with Akamai and MIT, Level 3 Communications, and its securities litigation matter;

recruitment or departure of key personnel;

changes in the estimates of Limelight's operating results or changes in recommendations by any securities analysts that elect to follow its common stock;

developments or disputes concerning its intellectual property or other proprietary rights;

the gain or loss of significant customers;

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market conditions in Limelight's industry, the industries of its customers and the economy as a whole; and

adoption or modification of regulations, policies, procedures or programs applicable to Limelight's business.

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

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

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

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

As of December 31, 2009, Limelight's directors and executive officers and their affiliates beneficially owned, in the aggregate, approximately 52% of Limelight's outstanding common stock, including approximately 36% beneficially owned by investment entities affiliated with Goldman, Sachs & Co. Immediately after giving effect to the acquisition of EyeWonder and based on the shares outstanding as of December 31, 2009, these directors and executive officers will own 45% of Limelight's outstanding stock and investment entities affiliated with Goldman, Sachs & Co. will own 31%. Even after the acquisition, these stockholders will be 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 Limelight 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 Limelight.

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

Limelight is a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay or prevent a change in control by prohibiting it from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change in control would be beneficial to its existing stockholders. In addition, Limelight's certificate of incorporation and bylaws may discourage, delay or prevent a change in its management or control over it that stockholders may consider favorable. Limelight's certificate of incorporation and bylaws:

authorize the issuance of blank check preferred stock that could be issued by its board of directors to thwart a takeover attempt;

provide for a classified board of directors, as a result of which the successors to the directors whose terms have expired will be elected to serve from the time of election and qualification until the third annual meeting following their election;

require that directors only be removed from office for cause and only upon a majority stockholder vote;

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provide that vacancies on the board of directors, including newly created directorships, may be filled only by a majority vote of directors then in office;

limit who may call special meetings of stockholders;

prohibit stockholder action by written consent, requiring all actions to be taken at a meeting of the stockholders; and

require supermajority stockholder voting to effect certain amendments to Limelight's certificate of incorporation and bylaws.

Risks Relating to EyeWonder

EyeWonder faces significant and increasing competition, including from Google and Microsoft, and EyeWonder may not be able to compete successfully with such powerful competitors.

EyeWonder faces formidable competition in every aspect of its business from other companies that provide solutions and services similar to those offered by EyeWonder. Currently, EyeWonder's primary competitors are DoubleClick, Eyeblaster, Pointroll a subsidiary of Gannett and Atlas. DoubleClick is owned by Google and Atlas is part of the Microsoft Advertising portfolio. DoubleClick and Atlas offer solutions and services similar to those offered by EyeWonder and compete directly with EyeWonder. EyeWonder expects that Google and Microsoft will use their substantial financial and engineering resources to expand the DoubleClick and Atlas businesses and increase their ability to compete with EyeWonder.

Google and Microsoft have significantly greater name recognition and greater financial, technical and marketing resources than EyeWonder. Microsoft also has a longer operating history and more established relationships with customers. In addition, EyeWonder believes that both Google and Microsoft have a greater ability to attract and retain customers due to numerous competitive advantages, including their ability to offer and provide their marketing and advertising customers with a significantly broader range of related solutions and services than EyeWonder. Google and Microsoft also may use their experience and resources to compete with EyeWonder in a variety of ways, including through acquisitions of competitors or related businesses, research and development, and marketing for new customers more aggressively. Furthermore, Google or Microsoft could use campaign management solutions as a loss leader or may provide campaign management solutions or portions of such solutions without charge or below cost in order to encourage customers to use their other product offerings. If Google or Microsoft is successful in providing solutions or services that are better than those offered by EyeWonder, leverage platforms more effectively than EyeWonder or are perceived by customers as being more cost-effective, EyeWonder could experience a significant decline in its customer base and in their use of EyeWonder's solutions and services. Such a decline could have a material adverse effect on EyeWonder's business, financial condition and results of operations.

EyeWonder also faces significant competition from rich-media solutions companies such as Unicast (a DG FastChannel company) and UK-based Flashtalking, as well as ad serving companies such as Zedo and CheckM8. In addition, EyeWonder may experience competition from companies that provide web analytics or web intelligence. Other companies, such as Yahoo!, also are developing campaign management solutions. EyeWonder's competitors may develop services that are equal or superior to EyeWonder's services or that achieve greater market acceptance than EyeWonder's services. Many of EyeWonder's competitors have longer operating histories, greater name recognition, larger client bases and significantly greater financial, technical and marketing resources than EyeWonder. In addition, many of EyeWonder's current and potential competitors have established or may establish cooperative relationships among themselves or with third parties and several competitors have combined or may combine in the future with larger companies with greater resources than EyeWonder has. Any increase in the level of competition from these, or any other competitors, is likely to result in price reductions, reduced margins, loss of market share and a potential decline in EyeWonder's revenues or

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adversely affect its results of operations. EyeWonder cannot assure that it will be able to compete successfully with its existing or future competitors.

Advertisers may not find Internet advertising effective and may reduce their allocations of advertisement spending on Internet campaigns.

Most large advertisers have fixed advertising budgets, a very small portion of which is allocated to Internet advertising. EyeWonder expects that large advertisers will continue to focus most of their advertising efforts on traditional media. Advertisers, including current and potential customers, may also find Internet advertising or marketing to be less effective than traditional media advertising or marketing methods for promoting their products and services, and therefore may decrease the portion of their budget allocated to Internet advertising or may shift their advertising away from the Internet. Even if Internet advertising increases in the aggregate, if display advertising does not increase, the market for EyeWonder's products and services may not continue to be viable and EyeWonder's revenues may decrease. If EyeWonder fails to convince these companies to spend a portion of their advertising budgets with EyeWonder to advertise online, or if EyeWonder's existing advertisers reduce the amount they spend on its services, EyeWonder's business, financial condition or results of operations could be materially adversely affected.

EyeWonder may be adversely affected by cyclicalities or an extended downturn in the United States or worldwide economy in or related to the industries it serves.

EyeWonder's revenues are generated primarily from providing online campaign management solutions and services to advertising agencies and advertisers across digital media channels and a variety of formats. Demand for these services tends to be tied to economic cycles, reflecting overall economic conditions as well as budgeting and buying patterns. Following the recent negative developments in the world economy, several agency and analyst organizations now predict that the growth in online advertising will be slower than previously expected. EyeWonder cannot assure you that advertising budgets and expenditures by advertising agencies and advertisers will not decline in any given period or that advertising spending will not be diverted to more traditional media or other online marketing products and services, which would lead to a decline in the demand for EyeWonder's campaign management solutions and services. A decline in the economic prospects of advertisers or the economy in general could alter current or prospective customers' spending priorities. As a result, EyeWonder's revenues may not increase or may decline significantly in any given period.

The loss of a major customer or a reduction in any such customer's Internet advertising or marketing budget could significantly reduce EyeWonder's revenue and profitability.

Advertisements served for EyeWonder's top 20 advertiser clients during the year ended December 31, 2009 accounted for 42% of EyeWonder's revenues for that period. If one or more of these major advertisers (or their agencies) decides not to continue purchasing services from EyeWonder or significantly reduces its spending on EyeWonder services, EyeWonder may not be able to make up the lost revenue.

Consolidation of Internet advertising networks, web portals, Internet search engine sites and web publishers may impair EyeWonder's ability to serve advertisements and to collect campaign data, and could lead to a loss of significant customers.

The growing trend of consolidation of Internet advertising networks, web portals, Internet search engine sites and web publishers, and increasing industry presence of a small number of large companies, such as Google and Microsoft, could harm EyeWonder's business. EyeWonder currently is able to serve, track and manage advertisements for its customers in a variety of networks and websites. Concentration of advertising networks or any disruption in our relationship with our publishers could substantially impair EyeWonder's ability to serve advertisements if networks or websites decide not to permit it to serve, track or manage advertisements on their websites, if publishers develop ad placement systems that are not compatible with EyeWonder's systems, or if

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they use their market power to force their customers to use certain vendors on their networks or websites. These networks or websites also could prohibit or limit EyeWonder's aggregation of advertising campaign data if they use technology that is not compatible with EyeWonder's technology. In addition, concentration of desirable advertising space in a small number of networks and websites could result in pricing pressures and diminish the value of EyeWonder's advertising campaign data, as the value of this data depends to some degree on the continuous aggregation of data from advertising campaigns on a variety of different advertising networks and websites. Additionally, major networks and publishers can terminate EyeWonder's ability to serve advertisements on their properties on short notice. If it is no longer able to serve, track and manage advertisements on a variety of networks and websites, EyeWonder's offerings will be significantly impacted.

The market for Internet advertising or marketing may deteriorate, or develop more slowly than expected, which could have a material adverse affect on EyeWonder's business, financial condition or results of operations.

If the market for Internet advertising or marketing deteriorates, or develops more slowly than EyeWonder expects, its business could suffer. EyeWonder's future success depends highly on an increase in the use of the Internet, the commitment of advertisers and advertising agencies to the Internet as an advertising and marketing medium, the advertisers' implementation of advertising campaigns, and the willingness of current or potential customers to outsource their Internet advertising and marketing needs. The market for Internet advertising and marketing is relatively new and rapidly evolving. As a result, demand and market acceptance for Internet advertising solutions and services is uncertain.

If EyeWonder does not continue to innovate and provide high quality solutions and services, it may not remain competitive.

EyeWonder's success depends on providing high quality solutions and services that make online campaign management easier and more efficient for its customers. EyeWonder's competitors are constantly developing innovations in online advertising and campaign management. If EyeWonder is unable to predict user preferences or industry changes, or if it is unable to modify its solutions and services on a timely basis, and as a result is unable to provide quality solutions and services that run without complication or service interruptions, its customers may become dissatisfied and it may lose customers to its competitors and its reputation in the industry may suffer, making it difficult to attract new customers. EyeWonder's operating results also would suffer if its innovations are not responsive to customers' needs, are not appropriately timed with market opportunity or are not effectively brought to market. As online advertising and campaign management technologies continue to develop, EyeWonder's competitors may be able to offer solutions that are, or are perceived to be, substantially similar or better than those offered by EyeWonder. As a result, EyeWonder must continue to invest significant resources in research and development in order to enhance its technology and its existing solutions and services, and introduce new high-quality solutions and services. If these research and development efforts do not lead to innovative solutions and services, EyeWonder's business will suffer and its ability to generate increased revenue will be significantly affected.

EyeWonder's business depends on a strong brand reputation, and if it is not able to maintain and enhance its brand, EyeWonder's business will suffer.

EyeWonder believes that maintaining and enhancing the EyeWonder brand is critical to expanding its base of customers and maintaining brand loyalty among customers, particularly in North America where brand perception can impact the competitive position in other markets worldwide, and that the importance of brand recognition will increase due to the growing number of competitors providing similar services and solutions. Maintaining and enhancing its brand may require EyeWonder to make substantial investments in research and development and in the marketing of its solutions and services, and these investments may not be successful. If EyeWonder fails to promote and maintain the EyeWonder brand, or if it incurs excessive expenses in this effort, EyeWonder's business and results of operations could be adversely impacted. EyeWonder anticipates that,

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

EyeWonder's operating results fluctuate and, as a result, its historical operating results may not be indicative of its future performance.

EyeWonder's operating results have historically fluctuated on a quarterly basis due to the seasonal nature of brand-oriented advertising on the Internet, and EyeWonder expects this fluctuation to continue. EyeWonder's fourth calendar quarter is typically the strongest, and its first quarter is often the weakest quarter. The increase in revenue in the fourth quarter is primarily the result of heavy advertising and online shopping during November and December due to the holidays. The drop in revenues in the first quarter is linked to the drop in online advertising and shopping that occurs at the beginning of each year. EyeWonder believes that cyclical and seasonality may have a more pronounced effect on its operating results in the future, as EyeWonder's growth slows. EyeWonder's operating expenses are relatively fixed in the near term. As a result, EyeWonder cannot quickly react to changes in revenue and therefore, changes in revenue could lead to significant changes in EyeWonder's operating results. For these reasons, comparing EyeWonder's operating results on a period-to-period basis may not be meaningful, and you should not rely on past results as an indication of future performance.

New advertisement blocking technologies could limit or block the delivery or display of advertisements by EyeWonder's service offerings, which could undermine the viability of EyeWonder's business.

Advertisement blocking technologies, such as filter software programs, that can limit or block the delivery or display of advertisements delivered through EyeWonder's service offerings are currently available for Internet users and are continuing to be developed. If these technologies become widespread, the commercial viability of the current Internet advertisement model may be undermined. As a result, ad-blocking technology could, in the future, have a material adverse affect on EyeWonder's business, financial condition and results of operations.

More individuals are using non-personal computer devices to access the Internet, and the solutions developed for these devices may not be widely deployed.

The number of people who access the Internet through devices other than personal computers (PCs), including mobile devices, game consoles and television set-top devices, has increased dramatically in the past few years. The lower resolution, functionality and memory associated with alternative devices make the use of EyeWonder's service offerings through these devices more difficult and potentially less effective. If EyeWonder is unable to deliver its service offerings to a substantial number of alternative device users or if it is slow to develop services and technologies that are more compatible with non-PC Internet-enabled devices, EyeWonder will fail to capture a significant share of an increasingly important portion of the market. Such a failure could limit its ability to compete effectively in an industry that is rapidly growing and changing.

EyeWonder does not control third party content delivery services, data centers and others on whom it relies. If EyeWonder or its clients experience outages by these third party providers, EyeWonder's relationship with its clients and its reputation could suffer.

EyeWonder's business relies significantly on third-party vendors, such as data centers, content delivery services and bandwidth providers. For example, EyeWonder has entered into agreements to use third-parties, including Limelight and Akamai, to provide content delivery services to assist EyeWonder in serving advertisements. Akamai is a direct competitor of Limelight, so Limelight's acquisition of EyeWonder in the merger may have an adverse effect on EyeWonder's relationship with Akamai and its ability to continue to secure content delivery services from Akamai on favorable terms, if at all. If Akamai or other third-party vendors

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fail to provide their services or if their services are no longer available to EyeWonder for any reason, and Limelight is not able to supply such services to EyeWonder or EyeWonder is not immediately able to find replacement providers, EyeWonder's business could be materially adversely affected.

Additionally, any disruption in network access or co-location services provided by these third-party providers or Limelight, or any failure of these third-party providers or Limelight to handle current or higher volumes of use, could significantly harm EyeWonder's business operations. If service is disrupted, EyeWonder may lose revenues directly related to the impressions it fails to serve and EyeWonder may, as a practical matter, be compelled to provide additional free or discounted services to affected clients. EyeWonder's reputation also may suffer in the event of a disruption. EyeWonder exercises very little control over these third-party vendors, which increases its vulnerability to problems with the services they provide.

EyeWonder licenses technologies from third-parties to facilitate aspects of its data center and connectivity operations including, among others, Internet traffic management services. EyeWonder has experienced and expects to continue to experience interruptions and delays in service and availability for such elements. Any errors, failures, interruptions or delays experienced in connection with these third-party technologies and information services could negatively impact EyeWonder's customer relationships and materially adversely affect its brand reputation and business, financial condition or results of operations, and expose EyeWonder to liabilities to third parties.

Data centers used by EyeWonder are vulnerable to natural disasters, terrorism and system failures that could significantly harm its business operations and lead to client dissatisfaction.

In delivering its services, EyeWonder depends on the operation of data centers, which are vulnerable to damage or interruption from earthquakes, terrorist attacks, war, floods, fires, power loss, telecommunications failures, computer viruses, computer denial of service attacks or other attempts to harm its system, and similar events. EyeWonder's insurance policies have limited coverage in such cases and may not fully compensate it for any loss. Some of EyeWonder's systems are not fully redundant, and its disaster recovery planning cannot account for all eventualities. The occurrence of a natural disaster, a terrorist attack, a provider's decision to close a facility EyeWonder is using without adequate notice or other unanticipated problems at data centers could result in lengthy interruptions in service. Any damage to or failure of EyeWonder's systems could result in interruptions in its service. Interruptions in EyeWonder's service could reduce its revenues and profits, and its brand reputation could be damaged if customers believe its system is unreliable, which could have a material adverse affect on EyeWonder's business, financial condition and results of operations.

EyeWonder has in the past experienced, and may in the future experience, system failures. Any unscheduled interruption in service puts a burden on EyeWonder's entire organization and would result in an immediate loss of revenue. If EyeWonder experiences frequent or persistent system failures, its reputation and brand could be permanently harmed. The steps EyeWonder has taken to increase the reliability and redundancy of its systems are expensive, reduce operating margin and may not be successful in reducing the frequency or duration of unscheduled downtime.

EyeWonder's business may be adversely affected by malicious third-party software applications that interfere with the function of its technology.

EyeWonder's business may be adversely affected by malicious software applications that make changes to Internet users' computers and interfere with EyeWonder's technology. These applications may attempt to change the users' experience in using EyeWonder's services, including altering or replacing advertisements delivered by EyeWonder's platform, changing configurations of EyeWonder's user interface, or otherwise interfering with EyeWonder's ability to deliver advertisements to users' devices. The interference may occur without disclosure to or consent from users, resulting in a negative experience that users may associate with EyeWonder's services. If EyeWonder's efforts to combat these malicious software applications are unsuccessful, its reputation may be

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harmed, and the communications with certain users on behalf of its customers could be impaired. This could result in a decline in usage of EyeWonder's services and corresponding revenues, which would have a material adverse effect on its business, financial condition and results of operations.

If EyeWonder fails to detect click-through fraud or other invalid clicks, it could lose the confidence of its advertisers, thereby causing its business to suffer.

EyeWonder is exposed to the risk of fraudulent clicks and other invalid clicks on advertisements delivered by EyeWonder from a variety of potential sources. Invalid clicks are clicks that EyeWonder has determined are not intended by the user to link to the underlying content, such as inadvertent clicks on the same ad twice and clicks resulting from click fraud. Click fraud occurs when a user intentionally clicks on an ad displayed on a web site for a reason other than to view the underlying content. These types of fraudulent activities could harm EyeWonder's business and brand. If fraudulent clicks are not detected, the data that EyeWonder's solutions provide to customers may be less reliable and the affected advertisers may lose confidence in EyeWonder's solutions to deliver a return on their investment. If advertisers become dissatisfied with EyeWonder's solutions, they may choose to do business with its competitors or reduce their Internet advertising spending.

Expansion into international markets is important to EyeWonder's long-term success, and its limited experience in operating outside the United States increases the risk that its international expansion efforts will not be successful.

EyeWonder has only limited experience with operations outside the United States. Expansion into new international markets requires additional management attention and resources to tailor EyeWonder's services to the unique aspects of each country. In addition, EyeWonder faces the following additional risks associated with its expansion into locations outside the United States:

challenges caused by distance, language and cultural differences;

longer payment cycles in some countries;

credit risk and higher levels of payment fraud;

legal and regulatory restrictions;

currency exchange rate fluctuations;

foreign exchange controls that might prevent EyeWonder from repatriating cash earned in countries outside the United States;

political and economic instability and export restrictions;

potentially adverse tax consequences; and

higher costs associated with doing business internationally.

These risks could harm EyeWonder's international expansion efforts.

EyeWonder's inability to protect its intellectual property rights could reduce the value of its service offerings and brand or permit competitors to more easily compete with it.

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EyeWonder's know-how and trade secrets related to the Internet advertising industry are an important aspect of its intellectual property rights. To protect its know-how and trade secrets, EyeWonder customarily

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requires its employees, customers, and third party collaborators to execute confidentiality agreements or otherwise agree to keep EyeWonder's proprietary information confidential when their relationship with EyeWonder begins. Typically, EyeWonder's employment contracts also include clauses requiring employees to assign to EyeWonder all inventions and intellectual property rights they develop in the course of their employment and to agree not to disclose EyeWonder's confidential information. Despite EyeWonder's efforts, its know-how and trade secrets could be disclosed to third parties, which could cause EyeWonder to lose any competitive advantage resulting from such know-how or trade secrets.

From time to time, EyeWonder may discover that third parties are infringing or otherwise violating its intellectual property rights. Monitoring unauthorized use of intellectual property is difficult and protecting EyeWonder's intellectual property rights could be costly and time consuming. To protect its intellectual property rights, EyeWonder may become involved in litigation, which could result in substantial expenses, divert the attention of management, cause significant delays, materially disrupt the conduct of EyeWonder's business or adversely affect its revenue, financial condition and results of operations. EyeWonder may choose not to pursue patents or other protection for innovations that later turn out to be important or it may choose not to enforce its intellectual property rights. Some foreign laws do not protect intellectual property rights to the same extent as the law of the United States. If EyeWonder is unable to adequately protect its trademarks, third parties may use its brand names or trademarks similar to EyeWonder's in a manner that may cause confusion to EyeWonder's customers and confusion in the market, which could decrease the value of EyeWonder's brand. Any infringement of EyeWonder's intellectual property rights by third parties may eliminate any competitive advantage such intellectual property rights provide and harm its operating results.

EyeWonder has no issued patents and few trademark registrations. While EyeWonder plans to protect its intellectual property with, among other things, copyright, trade secret, patent and trademark protection, there can be no assurance that:

current or future United States or foreign registrations of EyeWonder's intellectual property rights will be approved;

EyeWonder's issued patents and trademark registrations will adequately protect the intellectual property rights EyeWonder uses in its business or that such patents and trademarks will not be held invalid or unenforceable if challenged by third parties;

third parties do not have blocking patents that could be used to prevent EyeWonder from marketing its own patented products and practicing its own technology;

EyeWonder will succeed in protecting its technology adequately in all key jurisdictions in which EyeWonder or its competitors operate; or

others will not independently develop similar or competing products or methods or design around any patents that may be issued to EyeWonder.

Third parties may claim EyeWonder infringes on their intellectual property rights, forcing EyeWonder to expend substantial resources in resulting litigation, the outcome of which would be uncertain. Any unfavorable outcome of such litigation could be expensive and could prevent EyeWonder from operating part or all of its business.

Companies in the Internet advertising industry often enter into litigation based on allegations of infringement or other violations of intellectual property rights. From time to time EyeWonder has received and may in the future receive notices or inquiries from third parties regarding its services or the manner in which EyeWonder conducts its business suggesting that EyeWonder may be infringing or violating a patent, trademark or other intellectual property right. While EyeWonder currently is not party to any infringement proceedings with

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respect to any patents or other intellectual property rights, or aware of any third parties planning to pursue such litigation, there can be no assurance that third parties will not pursue claims against EyeWonder alleging infringement of their intellectual property rights. Any intellectual property claims, with or without merit, could be time consuming, expensive to litigate or settle, and will divert management resources and attention.

EyeWonder may not be successful in defending any third party infringement claims, and as a result of such claims, it may have to pay substantial damages or stop conducting business in the manner that is found to be in violation of such third party's rights. Further, EyeWonder may have to seek a license for such intellectual property, which may not be available on reasonable terms, or at all, and may significantly increase its operating expenses. As a result, EyeWonder may be required to develop alternative non-infringing technology, which could require significant effort and expense. If EyeWonder cannot license or develop technology for the infringing aspects of its business, it may be forced to limit its service offerings and may be unable to fulfill its obligations to its customers or to compete effectively.

In addition, many of EyeWonder's agreements with customers require EyeWonder to indemnify such customers for third-party intellectual property infringement claims against them. Pursuant to such agreements, EyeWonder may be required to defend such customers against certain claims which could cause it to incur additional significant costs. An adverse determination in any such proceeding could require that EyeWonder cease offering the solutions or services that are the subject of such of a determination, procure or develop substitute solutions or services for such customers and/or pay any damages these customers incur.

EyeWonder uses certain open-source software the use of which could result in EyeWonder having to distribute its proprietary software, including its source code, to third parties on unfavorable terms which could materially affect EyeWonder's business.

Certain of EyeWonder's 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 EyeWonder uses open-source code, EyeWonder may be required to take remedial action in order to protect its proprietary software. Such action could include replacing certain source code used in its software, discontinuing certain of its products or taking other actions that could divert resources away from its development efforts.

In addition, the terms relating to disclosure of derivative works in many open-source licenses are unclear. EyeWonder periodically reviews its compliance with the open-source licenses it uses and does not believe it will be required to make its proprietary software freely available. However, if a court interprets one or more such open-source licenses in a manner that is unfavorable to EyeWonder, it could be required to make its software available at no cost.

Uncertainty regarding a variety of United States and foreign laws may expose EyeWonder to liability and adversely affect its ability to offer its services.

The laws relating to the liability of providers of online services for activities of their customers and users are currently unsettled both within the United States and abroad. From time to time EyeWonder has received notices from individuals who do not want to be exposed to advertisements delivered by EyeWonder on behalf of EyeWonder's customers. If one of these complaints results in liability to EyeWonder, it could be costly, encourage similar lawsuits, distract management and harm EyeWonder's reputation and possibly its business. In addition, increased attention focused on these issues and legislative proposals could harm EyeWonder's reputation or otherwise negatively affect the growth of its business.

There also is uncertainty regarding the application to EyeWonder of existing laws regulating or requiring licenses for certain advertisers businesses, including, for example, distribution of pharmaceuticals, adult content,

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financial services, alcohol or firearms. Existing or new legislation could expose EyeWonder to substantial liability, restrict its ability to deliver services to its customers and post ads for various industries, limit its ability to grow and cause EyeWonder to incur significant expenses in order to comply with such laws and regulations.

Several other federal laws also could expose EyeWonder to liability and impose significant additional costs on it. For example, the Digital Millennium Copyright Act has provisions that limit, but do not eliminate, EyeWonder's liability for listing or linking to third-party web sites that include materials that infringe copyrights or other rights, so long as EyeWonder complies with the statutory requirements of the Act. 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. Compliance with these laws and regulations is complex and any failure on EyeWonder's part to comply with these regulations may subject it to additional liabilities.

Privacy concerns could lead to legislative and other limitations on EyeWonder's ability to collect usage data from Internet users, including limitations on EyeWonder's use of cookie or conversion tag technology and user profiling, which is crucial to its ability to provide services to its customers.

EyeWonder's ability to conduct targeted advertising campaigns and compile data that it uses to formulate campaign strategies for customers depends on the use of cookies and conversion tags to track Internet users and their online behavior, which allows EyeWonder to measure an advertising campaign's effectiveness and avoid repeatedly delivering the same ad to a particular user's device. A cookie is a small file of information stored on a user's computer that allows EyeWonder to recognize that user's browser when it serves advertisements. A conversion tag functions similarly to a banner advertisement, except that the conversion tag is not visible. EyeWonder's conversion tags may be placed on specific pages of clients of customers or prospective customers' websites. Government authorities inside the United States concerned with the privacy of Internet users have suggested limiting or eliminating the use of cookies, conversion tags or user profiling. Bills aimed at regulating the collection and use of personal data from Internet users are currently pending in U.S. 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 and conversion tags, thereby creating restrictions that could reduce EyeWonder's 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.

EyeWonder's 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 conversion tags 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 by October 31, 2003 (though not all have done so). 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. Internet browser software upgrades also may result in limitations on the use of cookies or conversion tags. Technologies like the Platform for Privacy Preferences (P3P) Project may limit collection of cookie and conversion tag information. 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. EyeWonder may be subject to such suits in the future, which could limit or eliminate its ability to collect such information.

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If EyeWonder's ability to use cookies or conversion tags or engage in other user profiling were substantially restricted due to the foregoing, or for any other reason, it would have to generate and use other technology or methods that allow the gathering of user profile data in order to provide services to customers. This change in technology or methods could require significant reengineering time and resources, and may not be complete in time to avoid negative consequences to EyeWonder's business. In addition, alternative technology or methods might not be available on commercially reasonable terms, if at all. If the use of cookies and conversion tags are prohibited and EyeWonder is not able to efficiently and cost effectively create new technology, EyeWonder's 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 EyeWonder's customers' data could seriously limit the adoption of EyeWonder's service offerings as well as harm its reputation and brand, expose it to liability and subject it to reporting obligations under various state laws, which could have an adverse effect on EyeWonder's business. The risk that these types of events could seriously harm EyeWonder's business is likely to increase as the amount of data stored for customers on EyeWonder's servers (including personal information) and the number of countries where EyeWonder operates has been increasing, and EyeWonder may need to expend significant resources to protect against security breaches, which could have an adverse effect on its business, financial condition or results of operations.

The loss of key personnel or the inability to attract and retain the necessary qualified personnel could materially and adversely affect EyeWonder's business, financial condition or results of operations, or its ability to grow.

EyeWonder's future success depends in large part upon the continued service of key personnel and members of its senior management team. All of EyeWonder's executive officers and key personnel are employed at-will and EyeWonder does not maintain key-person life insurance policies for any members of its senior management team. The loss of key personnel or members of its management team could have a material adverse effect on EyeWonder's business, financial condition and results of operations.

EyeWonder's future success also will depend upon its ability to attract, retain and motivate highly skilled managerial, research, selling, marketing, information technology, software engineering and other technical personnel. Competition for qualified employees in EyeWonder's industry is intense and certain of EyeWonder's competitors have directly targeted its employees. If EyeWonder does not succeed in attracting excellent personnel or retaining or motivating existing personnel, it may be unable to grow effectively, which could have a material adverse effect on its business, financial condition and results of operations.

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INFORMATION ABOUT THE COMPANIES

Limelight Networks, Inc.

Limelight is a provider of high-performance content delivery network services. Limelight delivers content for traditional and emerging media companies, or content providers, including businesses operating in the television, music, radio, newspaper, magazine, movie, videogame, software and social media industries as well as enterprises and government entities doing business online. Using Limelight's content delivery network, or CDN, content providers are able to provide their end-users with a high-quality media experience for rich media content including video, music, games, software and social media. As consumer demands for media content over the Internet have increased, and as enabling technologies such as broadband access to the Internet have proliferated, consumption of rich media content has become increasingly important to Internet end-users and therefore to the content providers that serve them. Limelight has developed its services and architected its network specifically to meet the unique demands content providers face in delivering rich media content to large audiences of demanding Internet end-users. Limelight's comprehensive solution delivers content providers a high-quality, highly scalable, highly reliable offering. Limelight primarily derives revenue from the sale of services to customers executing contracts with terms of one year or longer.

Limelight was formed as an Arizona limited liability company, Limelight Networks, LLC, in June 2001 and converted into a Delaware corporation, Limelight Networks, Inc., in August 2003. Limelight common stock is traded on the Nasdaq Global Market under the symbol LLNW. The principal executive offices of Limelight are located at 2220 W. 14th Street, Tempe, AZ 85821, and its telephone number is (602) 850-5000.

Additional information about Limelight and its subsidiaries is included in documents incorporated by reference in this document. See [Where You Can Find More Information](#) beginning on page 164.

Elvis Merger Sub One Corporation

Elvis Merger Sub One Corporation, a wholly owned subsidiary of Limelight, was formed solely for the purpose of completing the merger. Elvis Merger Sub One Corporation has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. The principal executive offices of Elvis Merger Sub One Corporation are located at 2220 W. 14th Street, Tempe, AZ 85821, and its telephone number is (602) 850-5000.

Elvis Merger Sub Two LLC

Elvis Merger Sub Two LLC, a wholly owned subsidiary of Limelight, was formed solely for the purpose of completing the merger. Elvis Merger Sub Two LLC has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the transactions contemplated by the merger agreement. The principal executive offices of Elvis Merger Sub Two LLC are located at 2220 W. 14th Street, Tempe, AZ 85821, and its telephone number is (602) 850-5000.

EyeWonder, Inc.

EyeWonder is a leading provider of interactive digital advertising products and services to advertisers, advertising agencies and publishers. EyeWonder creates and executes high-impact online video and rich media advertising campaigns interactive digital advertising on behalf of global brand advertisers. EyeWonder was a pioneer in the delivery of video ads online and continues to lead industry innovation, delivering highly engaging brand experiences across hundreds of online publishers and all digital media channels, including online, mobile and in-game, and across a variety of formats. Through its innovative technology, products and services, EyeWonder provides advertisers, advertising agencies and content publishers the ability to create, build, deliver, track and optimize interactive advertising campaigns that produce effective results. EyeWonder's in-page, in-stream and mobile advertising products combine the quality and power of Adobe Flash® video and the latest

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creative features, as well as online tracking and reporting capabilities to significantly enhance the impact and effectiveness of rich media advertising campaigns. EyeWonder has executed campaigns for hundreds of leading advertisers across a wide variety of sectors.

Founded in 1999 and headquartered in Atlanta, Georgia, EyeWonder has offices in New York, Chicago, San Francisco, Dallas, Los Angeles, the United Kingdom, Ireland, the Netherlands, Germany, Spain and Australia. EyeWonder and its subsidiaries employed a staff of 229 as of March 1, 2010.

Interactive Digital Advertising Market

EyeWonder believes that online video is a fast growing segment of advertising and that it serves a substantial and growing market need. A large portion of online advertising market growth was historically driven by Internet-centric publishers, retailers and direct marketing providers, but today more traditional media advertisers, including consumer packaged goods and brand advertisers, are increasingly recognizing the significance and special capabilities of the Internet and are allocating more of their marketing budgets to online advertising. Increasingly, brand marketers and their agencies seek to deliver standout online campaigns that achieve compelling results, which requires that they employ creative execution, rich functionality and reporting, and better campaign management. Video and rich media are believed to represent the fastest growing segment of online advertising, driven by rapid brand advertiser adoption as well as higher yields for publishers, with video ads typically commanding significantly higher rates than standard display advertisements.

Products and Services

Since 1999, EyeWonder has developed new products that produce tangible, client-focused value. EyeWonder served one of the first instant-play online video ads using Java®. As the capabilities of Adobe Flash® expanded, EyeWonder built its proprietary AdWonder® system. More recently, while competitors have attempted to promote proprietary in-stream ad solutions, EyeWonder has focused on a scalable open solution the Universal In-stream Framework that is fully operable within Adobe Flash®, Microsoft Silverlight® and the Akamai Media Framework, among others. EyeWonder believes that advertisers and agencies benefit from the range of services across multiple platforms that an independent provider like EyeWonder with the resources and expertise to deliver sophisticated video and rich media across leading publishers as well as hundreds of smaller sites can provide. EyeWonder's suite of online advertising products meaningfully enhances audience engagement and interaction, while increasing brand awareness, favorability and other key metrics important to advertisers and advertising agencies.

The core of EyeWonder's current service and product suite is the AdWonder® creative workflow system. With AdWonder®, creative agencies have the ability to build highly sophisticated rich media executions without leaving their preferred Adobe Flash® environment. AdWonder® enables agencies to test, approve and deploy campaigns in significantly less time compared to other tools that require exporting to external systems. AdWonder® enables creative designers to easily design, build, preview, test and approve any EyeWonder rich media or video ad unit within the Adobe Flash® environment, and simplifies the complex task of deploying creative executions across a broad spectrum of sites, allowing marketers and their agencies to focus on campaign strategy and creative execution.

EyeWonder continues to lead innovation through its product development division, EyeWonder Labs. The focus of EyeWonder Labs is to enhance EyeWonder's existing products and to develop new products to meet its customers' changing digital marketing needs. EyeWonder Labs works closely with agencies, advertisers and publishers to collaborate on extending delivery into next generation interactive digital advertising platforms, such as mobile and interactive TV.

Customers and Sales

EyeWonder maintains strong customer relationships with major advertising agencies, direct brand advertisers and online publishers.

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Agencies rely on EyeWonder to deliver and optimize interactive digital advertising campaigns and provide world-class creative tools and services, such as AdWonder® and EyeWonder's flexible reporting systems.

EyeWonder works closely with a wide range of Web publishers to execute innovative advertising campaigns that often push the creative envelope. Publishers rely on dedicated EyeWonder specialists to monitor changing site specifications and provide troubleshooting and technical support. In addition to technical support, EyeWonder services these relationships with a dedicated publisher sales team and business development staff.

Technology and Operations

EyeWonder integrates proprietary systems and processes with the leading delivery platforms, such as Adobe's Flash® and Microsoft's Silverlight® player, to deliver ad creation tools and reporting functionality with a high level of customer service.

EyeWonder's back-end server infrastructure supports the origination of ad campaigns, internal applications, testing, data maintenance, generation and reporting. The primary server base, including a redundancy system, is maintained at a co-location center in downtown Atlanta, Georgia. A complete set of critical servers and associated applications also is maintained at a Limelight data center in Tempe, Arizona.

While ad campaigns originate from EyeWonder servers, the distribution of ads to users and the collection and return of log file data to populate the reporting system are effected using content distribution networks operated by Limelight and Akamai. EyeWonder historically has used both Limelight and Akamai for CDN services to deliver ads via progressive download and video streaming. Both have extensive and reliable infrastructure used by most large publishers. Most campaigns also involve an agency-side ad server that serves the tag that calls the EyeWonder ad unit from the CDN servers.

Through partnerships with Australia-based Facilitate Digital and Mediaplex, a unit of ValueClick, EyeWonder meets the needs of its advertiser and agency customers for traditional (non-rich) ad serving and server side functionality, particularly in situations where it is necessary to integrate serving and reporting for video and other rich media units with non-rich media units.

Competition

The markets in which EyeWonder operates are rapidly evolving and highly competitive. Currently, EyeWonder's primary competitors are DoubleClick, Eyeblaster, Pointroll and Atlas. Google purchased DoubleClick in 2008, and Microsoft purchased aQuantive (which owned Atlas) in 2007. DoubleClick and Atlas offer solutions and services similar to those offered by EyeWonder, and have access to the substantial financial and engineering resources of their parent companies. EyeWonder also faces competition from a variety of other companies, including rich-media solutions companies such as Unicast and UK-based Flashtalking, as well as ad serving companies, such as Zedo and CheckM8. EyeWonder also may face competition from companies that provide web analytics or web intelligence, and from companies, such as Yahoo!, which are developing campaign management solutions. See Risk Factors *EyeWonder faces significant and increasing competition, including from Google and Microsoft, and EyeWonder may not be able to compete successfully with such powerful competitors* on page 49.

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THE LIMELIGHT SPECIAL MEETING

This section contains information about the special meeting of Limelight stockholders that has been called to consider and approve the proposal to issue shares of Limelight common stock and the adjournment proposal.

Together with this proxy statement/prospectus, Limelight is also sending you a notice of the special meeting and a form of proxy that is solicited by the Limelight board of directors.

Time, Date and Place

The special meeting will be held on April 30, 2010 at 9:00 a.m., local time, at the Sheraton Phoenix Airport Hotel Tempe, located at 1600 South 52nd Street, Tempe, Arizona 85281.

Matters to Be Considered

The purpose of the special meeting is to vote on the following proposals:

Proposal No. 1. To consider and vote upon the issuance of shares of Limelight common stock in the merger of Elvis Merger Sub One Corporation with and into EyeWonder as contemplated by the merger agreement.

Proposal No. 2. To consider and vote upon an adjournment of the Limelight special meeting, if necessary, if a quorum is present, to solicit additional proxies if there are not sufficient votes in favor of Proposal No. 1.

The Limelight special meeting will also address such other business as may properly come before the Limelight special meeting or any adjournment or postponement thereof.

Proxies

Each copy of this proxy statement/prospectus mailed to holders of Limelight common stock is accompanied by a form of proxy with instructions for voting. If you hold stock in your name as a stockholder of record, you should vote your shares by completing, signing, dating and returning the enclosed proxy card to ensure that your vote is counted at the special meeting, or at any adjournment or postponement of the special meeting, regardless of whether you plan to attend the special meeting.

If you hold your stock in street name through a bank, broker or other nominee, you must direct your bank, broker or other nominee to vote in accordance with the instructions you have received from your bank, broker or other nominee.

If you hold stock in your name as a stockholder of record, you may revoke any proxy at any time before it is voted by signing and returning a proxy card with a later date, delivering a written revocation letter to Limelight's Corporate Secretary, or by attending the special meeting in person, notifying Limelight's Corporate Secretary, and voting by ballot at the special meeting.

Any stockholder entitled to vote in person at the special meeting may vote in person regardless of whether a proxy has been previously given, but the mere presence (without notifying Limelight's Corporate Secretary) of a stockholder at the special meeting will not constitute revocation of a previously given proxy.

Written notices of revocation and other communications about revoking your proxy should be addressed to:

Corporate Secretary

Limelight Networks, Inc.

2220 W. 14th Street

Tempe, Arizona 85281

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If your shares are held in street name by a bank, broker or other nominee, you should follow the instructions of your bank, broker or other nominee regarding the revocation of proxies.

According to Limelight's bylaws, no business may be conducted at a special meeting of stockholders other than the business specified in the notice to stockholders. No matters other than the matters described in this document are anticipated to be presented for action at the special meeting or at any adjournment or postponement of the special meeting.

Solicitation of Proxies

Since many of Limelight's stockholders may be unable to attend the special meeting, Limelight's board of directors is soliciting proxies to be voted at the special meeting to give each stockholder an opportunity to vote on all matters scheduled to come before the meeting and set forth in this proxy statement/prospectus. Limelight's board of directors is asking stockholders to designate Douglas S. Lindroth and Philip C. Maynard, and each of them, as their proxies.

Limelight will pay the costs of printing and mailing this proxy statement/prospectus to Limelight's stockholders, and all other costs incurred by it in connection with the solicitation of proxies from its stockholders on behalf of its board of directors, including the entire cost of soliciting proxies from you. In addition to solicitation of proxies by mail, Limelight will request that banks, brokers, and other record holders send proxies and proxy material to the beneficial owners of Limelight common stock and secure their voting instructions. Limelight will reimburse the record holders for their reasonable expenses in taking those actions. In addition to soliciting proxies by mail, Limelight may use its directors, officers and employees to solicit proxies in person or by telephone or facsimile. None of these individuals will receive any special compensation for doing this, although Limelight will reimburse these individuals for their reasonable out-of-pocket expenses.

Record Date

The close of business on March 31, 2010 has been fixed as the record date for determining the Limelight stockholders entitled to receive notice of and to vote at the special meeting. At that time, [] shares of Limelight common stock were outstanding, held by approximately [] registered holders.

Voting Rights and Vote Required

The presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares of Limelight common stock entitled to vote is necessary to constitute a quorum at the special meeting. Abstentions will be counted for the purpose of determining whether a quorum is present.

Approval of the issuance of Limelight common stock to EyeWonder securityholders in the merger requires the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy. Because approval of this proposal requires the affirmative vote of a majority of shares present in person or represented by proxy, abstentions will have the same effect as a vote against this proposal. However, the failure to vote, either by proxy or in person, and broker non-votes, will have no effect on the proposal.

Approval of the adjournment proposal requires the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter and present in person or represented by proxy. Because approval of this proposal requires the affirmative vote of a majority of shares present in person or represented by proxy, abstentions will have the same effect as a vote against this proposal. However, the failure to vote, either by proxy or in person, and broker non-votes, will have no effect on the adjournment proposal.

The Limelight board of directors urges Limelight stockholders to promptly vote by completing, signing, dating and returning the enclosed proxy card, or, if you hold your stock in street name through a bank, broker or other nominee, by following the voting instructions of your bank, broker or other nominee.

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As of the record date, directors and executive officers of Limelight, and their affiliates, had the right to vote [] shares of Limelight common stock, or []% of the outstanding Limelight common stock at that date. Limelight currently expects that each of these individuals will vote their shares of Limelight common stock in favor of the proposals to be presented at the special meeting. Certain stockholders of Limelight, including certain executive officers of Limelight and their affiliates, collectively holding [] shares of Limelight common stock, or []% of the outstanding Limelight common stock as of the record date have entered voting agreements with EyeWonder. Pursuant to the voting agreements, these stockholders have agreed to vote such shares of Limelight common stock in favor of the issuance of Limelight common stock in the transactions contemplated by the merger agreement and against any proposal that would compete with the issuance of Limelight common stock in the transactions contemplated by the merger agreement, and have granted a proxy to EyeWonder to vote the shares in such manner.

Recommendation of the Limelight Board of Directors

The Limelight board of directors has unanimously approved and adopted the merger agreement and the transactions contemplated thereby. The Limelight board of directors determined that the merger agreement and the transactions contemplated thereby are advisable and in the best interests of Limelight and its stockholders and unanimously recommends that you vote FOR approval of Proposal No. 1 and FOR approval of Proposal No. 2. See Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Limelight s Reasons for the Merger on page 74 for a more detailed discussion of the Limelight board of directors recommendation.

Attending the Meeting

All holders of Limelight common stock, including stockholders of record and stockholders who hold their shares through banks, brokers, nominees or any other holder of record, are invited to attend the special meeting. Stockholders of record can vote in person at the special meeting. If you are not a stockholder of record, you must obtain a proxy executed in your favor, from the record holder of your shares, such as a broker, bank or other nominee, to be able to vote in person at the special meeting. If you plan to attend the special meeting, you must hold your shares in your own name or have a letter from the record holder of your shares confirming your ownership and you must bring a form of personal photo identification with you in order to be admitted. Limelight reserves the right to refuse admittance to anyone without proper proof of share ownership and without proper photo identification.

Adjournments and Postponements

Although it is not currently expected, the special meeting may be adjourned for the purpose of soliciting additional proxies if Limelight has not received sufficient votes to approve the proposal to issue common stock of Limelight at the special meeting of stockholders. Any adjournments may be made without notice, other than an announcement at the special meeting, by approval of the affirmative vote of holders of at least a majority of shares of Limelight common stock entitled to vote and present in person or represented by proxy at the special meeting. Any adjournment of the special meeting for the purpose of soliciting additional proxies will allow stockholders who have already sent in their proxies to revoke them at any time prior to their use.

At any time prior to convening the special meeting, Limelight s board of directors may postpone the special meeting for any reason without the approval of Limelight stockholders. If postponed, Limelight will provide notice of the new meeting date as required by law. Similar to adjournments, any postponement of the special meeting for the purpose of soliciting additional proxies will allow stockholders who have already sent in their proxies to revoke them at any time prior to their use.

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Other Matters

As of the date of this proxy statement/prospectus, the Limelight board of directors does not know of any other business to be presented for consideration at the special meeting. If other matters properly come before the special meeting, the persons named in the accompanying form of proxy intend to vote on such matters based on their best judgment and they intend to vote the shares as the Limelight board of directors may recommend.

Questions and Additional Information

Limelight stockholders who would like additional copies, without charge, of this proxy statement/prospectus or have additional questions about the merger, including the procedures for voting their shares of Limelight common stock, should contact:

Limelight Networks, Inc.

2220 W. 14th Street

Tempe, Arizona 85281

Attention: Paul Alfieri, Investor Relations

Telephone: (917) 297-4241

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THE EYEWONDER SPECIAL MEETING

This section contains information about the special meeting of EyeWonder stockholders that has been called to consider and approve the merger proposal, the proposal to convert the Series A preferred stock into common stock, the proposal to convert the Series B preferred stock into common stock and the adjournment proposal, if necessary.

Together with this proxy statement/prospectus EyeWonder is also sending you a notice of the special meeting and a form of proxy that is solicited by the EyeWonder board of directors.

Time, Date and Place

The special meeting will be held on April 28, 2010 at 9:00 a.m., local time, at 229 Peachtree Street, NE, International Tower, Suite 1700, Atlanta, Georgia 30303.

Matters to Be Considered

The purpose of the special meeting is to vote on the following proposals:

Proposal No. 1. To adopt the Agreement and Plan of Merger, dated as of December 21, 2009, by and among Limelight, Elvis Merger Sub One Corporation, Elvis Merger Sub Two LLC, EyeWonder, John J. Vincent, as stockholder representative, and Deutsche Bank National Trust Company, as Escrow Agent.

Proposal No. 2. To approve the conversion of each share of outstanding EyeWonder Series A preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation.

Proposal No. 3. To approve the conversion of each share of outstanding EyeWonder Series B preferred stock into EyeWonder common stock immediately prior to the effective time of the first-step merger in accordance with the EyeWonder certificate of incorporation.

Proposal No. 4. To approve the adjournment or postponement of the special meeting, if necessary, if a quorum is present, to solicit additional proxies, in the event that there are not sufficient votes at the time of the special meeting to approve Proposal No. 1.

The EyeWonder special meeting will also address such other business as may properly come before the EyeWonder special meeting or any adjournment or postponement thereof.

Proxies

Each copy of this proxy statement/prospectus mailed to holders of EyeWonder capital stock is accompanied by a form of proxy with instructions for voting. If you hold stock in your name as a stockholder of record, you should vote your shares by completing, signing, dating and returning the enclosed proxy card to ensure that your vote is counted at the special meeting, or at any adjournment or postponement of the special meeting, regardless of whether you plan to attend the special meeting.

If you hold stock in your name as a stockholder of record, you may revoke any proxy at any time before it is voted by signing and returning a proxy card with a later date, delivering a written revocation letter to EyeWonder's Corporate Secretary, or by attending the special meeting in person, notifying EyeWonder's Corporate Secretary, and voting by ballot at the special meeting.

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Any stockholder entitled to vote in person at the special meeting may vote in person regardless of whether a proxy has been previously given, but the mere presence (without notifying EyeWonder's Corporate Secretary) of a stockholder at the special meeting will not constitute revocation of a previously given proxy.

Written notices of revocation and other communications about revoking your proxy should be addressed to:

EyeWonder, Inc.

229 Peachtree Street NE

International Tower, Suite 1700

Atlanta, GA 30303

Attention: Corporate Secretary

According to EyeWonder's bylaws, business to be conducted at a special meeting of stockholders may be brought before the meeting only by the Chairman of the Board or the President, or by the President or the Secretary at the written request of a majority of the members of the board of directors or of stockholders owning 10% or more of EyeWonder's capital stock issued, outstanding and entitled to vote. No matters other than the matters described in this document are anticipated to be presented for action at the special meeting or at any adjournment or postponement of the special meeting.

EyeWonder stockholders and warrant holders should not send EyeWonder stock certificates or warrants with their proxy cards. After the merger is completed, Limelight will mail to holders of EyeWonder capital stock a transmittal form with instructions on how to exchange their EyeWonder stock certificates and warrants for the merger consideration.

Solicitation of Proxies

Since many of EyeWonder's stockholders may be unable to attend the special meeting, EyeWonder's board of directors is soliciting proxies to be voted at the special meeting to give each stockholder an opportunity to vote on all matters scheduled to come before the meeting and set forth in this proxy statement/prospectus. EyeWonder's board of directors is asking stockholders to designate John J. Vincent and Jerome F. Connell, Jr., and each of them, as their proxies.

EyeWonder will pay the costs of printing and mailing this proxy statement/prospectus to EyeWonder's stockholders, and all other costs incurred by it in connection with the solicitation of proxies from its stockholders on behalf of its board of directors, including the entire cost of soliciting proxies from you. In addition to solicitation of proxies by mail, EyeWonder may use its directors, executive officers and employees to solicit proxies from EyeWonder stockholders in person or by telephone or facsimile. None of these individuals will receive any special compensation for doing this, although EyeWonder will reimburse these individuals for their reasonable out-of-pocket expenses.

Notice Date and Record Date

The EyeWonder board of directors has fixed the close of business on March 31, 2010 as the date for notice of the special meeting. The EyeWonder board of directors has fixed the close of business on March 31, 2010 as the record date for the special meeting. Only EyeWonder stockholders of record on the notice date are entitled to notice of the special meeting, or any adjournment or postponement of the special meeting. Only EyeWonder stockholders of record on the record date are entitled to vote at the special meeting, or any adjournment or postponement of the special meeting. On the record date, (i) [] shares of EyeWonder common stock were outstanding and entitled to vote, (ii) [] shares of EyeWonder Series A preferred stock were outstanding and entitled to vote, and (iii) [] shares of EyeWonder Series B preferred stock were outstanding and entitled to vote. A complete list of stockholders entitled to vote at the special meeting will be available for examination by any stockholder for any purpose germane to the special meeting, during ordinary business hours, for a period of at least ten (10) days prior to the special meeting, at the offices of EyeWonder, Inc., 229 Peachtree Street NE, International Tower, Suite 1700, Atlanta, Georgia 30303.

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Voting Rights and Vote Required

The presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares of EyeWonder capital stock entitled to vote is necessary to constitute a quorum at the special meeting.

Approval of the merger proposal requires the affirmative vote of a majority of the outstanding shares of EyeWonder common stock and preferred stock entitled to vote at the special meeting (voting together as a single class). Each holder of EyeWonder common stock is entitled to one vote for each share of EyeWonder common stock such holder holds as of the record date and each holder of EyeWonder preferred stock is entitled to one vote for each share of common stock (including fractions) into which such shares of preferred stock such holder holds as of the record date are convertible as of the record date. The holders of EyeWonder preferred stock will vote together with the holders of EyeWonder common stock as a single class.

Because the affirmative vote of the holders of a majority of the outstanding shares of EyeWonder common stock and preferred stock entitled to vote at the special meeting is needed to adopt the merger proposal, the failure to vote by proxy or in person will have the same effect as a vote against the approval of the merger proposal. Abstentions also will have the same effect as a vote against the approval of the merger proposal. Accordingly, the EyeWonder board of directors urges EyeWonder stockholders to promptly vote by completing, signing, dating and returning the enclosed proxy card.

Approval of the proposal to convert the outstanding shares of EyeWonder Series A preferred stock into EyeWonder common stock requires the affirmative vote of the holders of at least a majority of the outstanding shares of EyeWonder Series A preferred stock. Because approval of this proposal is based on the affirmative vote of a majority of the outstanding shares of EyeWonder Series A preferred stock, the failure of an EyeWonder Series A preferred stockholder to vote or an EyeWonder Series A preferred stockholder's abstention will have the same effect as a vote against the proposal. However, the failure of an EyeWonder common stockholder or Series B preferred stockholder to vote, or an EyeWonder common stockholder's or Series B preferred stockholder's abstention, will have no effect on this proposal.

Approval of the proposal to convert the outstanding shares of EyeWonder Series B preferred stock into EyeWonder common stock requires the affirmative vote of the holders of at least a majority of the outstanding shares of EyeWonder Series B preferred stock. Because approval of this proposal is based on the affirmative vote of a majority of the outstanding shares of EyeWonder Series B preferred stock, the failure of an EyeWonder Series B preferred stockholder to vote or an EyeWonder Series B preferred stockholder's abstention will have the same effect as a vote against the proposal. However, the failure of an EyeWonder common stockholder or Series A preferred stockholder to vote, or an EyeWonder common stockholder's or Series A preferred stockholder's abstention, will have no effect on this proposal.

Approval of the adjournment proposal requires the affirmative vote of the holders of a majority of the shares of common and preferred stock present in person or represented by proxy and entitled to vote at the special meeting. Because approval of this proposal requires the affirmative vote of a majority of the outstanding shares of common and preferred stock present in person or represented by proxy and entitled to vote at the special meeting, abstentions will have the same effect as a vote against this proposal. However, the failure to vote, either by proxy or in person, will have no effect on the adjournment proposal.

Stockholders may vote at the meeting by ballot. Votes cast at the meeting, in person or by proxy, will be tallied by EyeWonder's Corporate Secretary.

As of the record date, directors and executive officers of EyeWonder, and their affiliates, had the right to vote [] shares of EyeWonder's common stock and preferred stock, on an as-converted basis, or []% of the outstanding EyeWonder common stock and preferred stock, on an as-converted basis, at that date. EyeWonder currently expects that each of these individuals will vote their shares of EyeWonder common stock and preferred stock, if any, in favor of the proposals to be presented at the special meeting. Certain stockholders

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of EyeWonder, including certain executive officers of EyeWonder, collectively holding [] shares of EyeWonder common stock and preferred stock, on an as-converted basis, or []% of the outstanding EyeWonder common stock and preferred stock, on an as-converted basis, as of the record date have entered voting agreements with Limelight. Pursuant to the voting agreements, these stockholders have agreed to vote such shares of EyeWonder common stock and preferred stock in favor of the approval of the merger proposal, and against any proposal that would compete with the merger proposal, and have granted a proxy to Limelight to vote the shares in such manner.

Recommendation of the EyeWonder Board of Directors

The EyeWonder board of directors has unanimously approved and adopted the merger agreement and the transactions contemplated thereby. The EyeWonder board of directors determined that the merger agreement and the transactions contemplated thereby are advisable and in the best interests of EyeWonder and its stockholders and unanimously recommends that you vote FOR approval of Proposal No. 1, FOR approval of Proposal No. 2, FOR approval of Proposal No. 3, and FOR approval of Proposal No. 4. See Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger EyeWonder s Reasons for the Merger on page 76, EyeWonder Proposal No. 2 Conversion of Series A Preferred Stock on page 134, EyeWonder Proposal No. 3 Conversion of Series B Preferred Stock on page 135, and EyeWonder Proposal No. 4 Possible Adjournment of the EyeWonder Special Meeting on page 135 for a more detailed discussion of the EyeWonder board of directors recommendation.

Attending the Meeting

All holders of EyeWonder capital stock entitled to vote at the special meeting are invited to attend the special meeting. Stockholders of record can vote in person at the special meeting. If you plan to attend the special meeting, you must hold your shares in your own name, hold a valid proxy from a record holder or be an invited guest of EyeWonder. You also must bring a form of personal photo identification with you in order to be admitted. EyeWonder reserves the right to refuse admittance to anyone without proper proof of share ownership and without proper photo identification.

Adjournments and Postponements

Although it is not currently expected, the special meeting may be adjourned for the purpose of soliciting additional proxies if EyeWonder has not received sufficient votes to adopt the merger proposal at the special meeting of stockholders. Any adjournments may be made without notice, other than an announcement at the special meeting, by approval of the affirmative vote of holders of at least a majority of shares of EyeWonder capital stock entitled to vote and present in person or represented by proxy at the special meeting or, in the absence of any such stockholder, at the direction of any officer entitled to preside at, or act as secretary of, such meeting. Any adjournment of the special meeting for the purpose of soliciting additional proxies will allow stockholders who have already sent in their proxies to revoke them at any time prior to their use.

At any time prior to convening the special meeting, EyeWonder s board of directors may postpone the special meeting for any reason without the approval of EyeWonder s stockholders. If postponed, EyeWonder will provide notice of the new meeting date as required by law. Similar to adjournments, any postponement of the special meeting for the purpose of soliciting additional proxies will allow stockholders who have already sent in their proxies to revoke them at any time prior to their use.

Appraisal Rights

Under Delaware law, EyeWonder stockholders are entitled to appraisal rights in connection with the merger. Failure to take any of the steps required under Delaware law on a timely basis may result in the loss of these appraisal rights, as more fully described in Limelight Proposal No. 1 and EyeWonder Proposal No. 1 The Merger Appraisal Rights beginning on page 89.

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Other Matters

As of the date of this proxy statement/prospectus, the EyeWonder board of directors does not know of any other business to be presented for consideration at the special meeting. If other matters properly come before the special meeting, the persons named in the accompanying form of proxy intend to vote on such matters based on their best judgment and they intend to vote the shares as the EyeWonder board of directors may recommend.

Questions and Additional Information

EyeWonder stockholders who would like additional copies, without charge, of this proxy statement/ prospectus or have additional questions about the merger, including the procedures for voting their shares of EyeWonder capital stock, should contact:

EyeWonder, Inc.

229 Peachtree Street NE

International Tower, Suite 1700

Atlanta, GA 30303

Attention: Jerome F. Connell, Jr.

Telephone: (678) 891-2041

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LIMELIGHT PROPOSAL NO. 1 AND EYEWONDER PROPOSAL NO. 1

THE MERGER

General Description of the Merger

The merger agreement contemplates that Elvis Merger Sub One Corporation, a direct, wholly owned subsidiary of Limelight, will merge with and into EyeWonder, with and into EyeWonder continuing as the interim surviving entity, and, immediately thereafter, EyeWonder will merge with Elvis Merger Sub Two LLC, a second direct, wholly owned subsidiary of Limelight, with such subsidiary continuing as the final surviving entity. Under the terms of the merger agreement, the holders of shares of EyeWonder capital stock outstanding at the completion of the merger will receive, in the aggregate, \$62,000,000 in cash, subject to certain adjustments, and 12,740,000 shares of Limelight common stock. In addition, EyeWonder securityholders may receive up to 4,774,000 shares of Limelight common stock and approximately \$292,000 after the closing of the merger if certain performance metrics are satisfied. The shares of Limelight common stock to be issued to EyeWonder securityholders in the first step merger are expected to represent approximately 13% of the outstanding shares of Limelight common stock immediately following the completion of the merger, which percentage is based upon the number of outstanding shares of Limelight common stock on March 1, 2010.

Background of the Merger

Both Limelight and EyeWonder regularly evaluate strategic opportunities, including potential mergers with other companies, acquisitions of other companies or assets, and other strategic alliances. The terms and conditions of the merger agreement and the merger are the result of arm's length negotiations between representatives of Limelight and of EyeWonder. The following is a summary of the background of these negotiations.

Since 2004, Limelight has provided CDN services to EyeWonder and certain of EyeWonder's customers, and during that time Limelight served as a key vendor for EyeWonder. Consequently, EyeWonder and Limelight had numerous discussions during the relationship regarding service offerings, network capabilities and other aspects of the vendor relationship, and they became generally familiar with each other's business and technologies.

In January 2009, EyeWonder began approaching potential investors to discuss options for investment transactions for the purpose of raising additional capital to fund EyeWonder's growth strategy, which was done with the assistance of The Jordan, Edmiston Group, Inc., an investment banking firm that EyeWonder had engaged for such purpose in 2008. From March through July 2009, EyeWonder and the investment banking firm shared financial information with potential investors, and had preliminary and follow-up discussions with several potential investors. EyeWonder also shared information, and engaged in discussions on its own, with potential investors in the fall of 2009.

In September 2009, representatives from EyeWonder and Limelight negotiated the renewal terms for their existing vendor contract, including the pricing and other terms for the services provided by Limelight. In mid-October 2009, Jeffrey W. Lunsford, President, Chief Executive Officer and Chairman of Limelight, contacted John J. Vincent, Chief Executive Officer and Chairman of EyeWonder, and suggested that it might be useful for the two companies to explore a potential business combination. Mr. Lunsford and Mr. Vincent briefly discussed the expected benefits to the two companies of such a combination, and agreed to discuss the matter further, and EyeWonder disclosed certain financial and other information to Limelight for the purpose of evaluating a potential transaction.

In late October 2009, Mr. Lunsford indicated to Mr. Vincent what he believed the likely general parameters of a transaction structure and valuation might be, subject to further input from the Limelight board of directors. During the week of November 2, 2009, Mr. Vincent met with Mr. Lunsford and members of the Limelight board of directors to present business and financial information to one another regarding the two companies, and to discuss the synergies and strategic rationale of a potential business combination.