

	2/27/2014 <sup>(7)</sup>	368,890 <sup>(8)</sup>	—	7.25	2/27/2024	—	—
Alyssa Henry	5/14/2014 <sup>(3)</sup>	2,000,000 <sup>(8)</sup>	—	7.25	5/14/2024	—	—

- (1) Each of the outstanding options to purchase shares of our Class B common stock was granted pursuant to our 2009 Plan and is subject to 12 months of accelerated vesting in the event of a change of control.
- (2) This column represents the fair market value of a share of our Class B common stock on the date of grant, as determined by our board of directors or its authorized committee.
- (3) One-fourth of the shares subject to the option vest on the first anniversary of the vesting commencement date and one forty-eighth of the shares vest monthly thereafter, subject to continued service with us.
- (4) The option is subject to an early exercise provision and is immediately exercisable for restricted shares. Restricted shares acquired upon the early exercise of options are subject to repurchase by us at the original exercise price, which right lapses pursuant to the option's vesting schedule. Of the shares underlying this option, 122,940 of the shares were vested as of December 31, 2014.
- (5) The option is subject to an early exercise provision and is immediately exercisable for restricted shares. Restricted shares acquired upon the early exercise of options are subject to repurchase by us at the original exercise price, which right lapses pursuant to the option's vesting schedule. Of the shares underlying this option, 28,690 of the shares were vested as of December 31, 2014.

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- (6) The option is subject to an early exercise provision and is immediately exercisable for restricted shares. Restricted shares acquired upon the early exercise of options are subject to repurchase by us at the original exercise price, which right lapses pursuant to the option's vesting schedule. Of the shares underlying this option, 292,780 of the shares were vested as of December 31, 2014.
- (7) One-fifth of the shares subject to the option vest on the first anniversary of the vesting commencement date and one-sixtieth of the shares vest monthly thereafter, subject to continued service with us.
- (8) The option is subject to an early exercise provision and is immediately exercisable for restricted shares. Restricted shares acquired upon the early exercise of options are subject to repurchase by us at the original exercise price, which right lapses pursuant to the option's vesting schedule. All of the shares underlying this option were unvested as of December 31, 2014.

## **Potential Payments upon Termination or Change of Control**

### ***Executive Change of Control and Severance Agreements***

We have entered into a change of control and severance agreement with each of our named executive officers, which agreement provides for the severance and change of control benefits described below. Each change of control and severance agreement supersedes any existing agreement or arrangement the named executive officers may have with us that provides for severance and/or change of control payments or benefits.

Under each change of control and severance agreement, if the named executive officer remains employed by us or any of our subsidiaries through a "triggering event" (as defined in our 2009 Plan), the vesting of any of his or her options (or unvested shares acquired through the early exercise of options) that were outstanding when the change of control and severance agreement was entered into will be accelerated as if he or she had been employed for an additional 12 months following such triggering event.

If the named executive officer's employment is terminated by us without "cause" or by reason of death or "disability" (as such terms are defined in his or her change of control and severance agreement), in either case, outside the Change of Control Period (as defined below), he or she will be eligible to receive the following payments and benefits if he or she timely signs and does not revoke a release of claims:

- a lump-sum payment equal to 75% of annual base salary (as of immediately before his or her termination);
- a lump-sum payment equal to a pro rata portion of the annual bonus that the named executive officer would have earned for the year of his or her termination if he or she had remained employed until eligible to receive the bonus;
- a taxable lump-sum payment equal to nine months of the monthly COBRA premium required to continue health insurance coverage for the named executive officer and his or her eligible dependents regardless of whether the named executive officer elects COBRA coverage; and
- in the event of a termination due to death or disability only, fully accelerated vesting and exercisability of all outstanding equity awards, and, with respect to equity awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at 100% of target levels.

If, within the three-month period before or after the 12-month period following a change of control (such period, the Change of Control Period), the named executive officer's employment is terminated by us without cause or by reason of death or disability