

or the named executive officer resigns for "good reason" (as defined in his or her change of control and severance agreement), the named executive officer will be entitled to the following benefits if he or she timely signs and does not revoke a release of claims:

- a lump-sum payment equal to 100% of his or her annual base salary (as of immediately before his or her reduction in salary (as of immediately before his or her termination (or if the termination is due to a resignation for good

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reason based on a material reduction in base salary, then as of immediately before such reduction) or, if such amount is greater, as of immediately before the change of control);

- a lump-sum payment equal to 100% of his or her target annual bonus (for the year of his or her termination);
- a taxable lump-sum payment equal to 12 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
- 100% accelerated vesting 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 the greater of actual performance or 100% of target levels.

In addition, if any of the payments or benefits provided for under the change of control and severance agreements or otherwise payable to the named executive officer would constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code and could be subject to the related excise tax, he or she would be entitled to receive either full payment of such payments and benefits or such lesser amount that would result in no portion of the payments and benefits being subject to the excise tax, whichever results in the greater amount of after-tax benefits to the named executive officer. The change of control and severance agreement does not require us to provide any tax gross-up payments to the named executive officer.

## **Employee Benefit and Stock Plans**

### **2015 Equity Incentive Plan**

In November 2015 our board of directors adopted, and we expect our stockholders will approve prior to the completion of this offering, our 2015 Plan. We expect that our 2015 Plan will be effective on the business day immediately prior to the effective date of the registration statement of which this prospectus forms a part. Our 2015 Plan provides for the grant of incentive stock options, within the meaning of Section 422 of the Code, to our employees and any parent and subsidiary corporations' employees, and for the grant of nonstatutory stock options, restricted stock, restricted stock units (RSUs), stock appreciation rights, performance units, performance shares, and performance awards to our employees, directors, and consultants and our parent and subsidiary corporations' employees and consultants.

*Authorized Shares.* A total of 30,000,000 shares of our Class A common stock has been reserved for issuance pursuant to our 2015 Plan. In addition, the shares reserved for issuance under our 2015 Plan also include shares returned to our 2009 Plan as the result of expiration or termination of awards and shares previously issued pursuant to our 2009 Plan that are forfeited or repurchased by us due to the failure to vest or tendered to or withheld by us for the payment of an award's exercise price or for tax withholding (provided that the maximum number of shares that may be added to our 2015 Plan pursuant to this provision is 106,234,076 shares). The number of shares available for issuance under our 2015 Plan will also include an annual increase on the first day of each fiscal year beginning on January 1, 2016, equal to the least of:

- 40,000,000 shares;
- 5% of the outstanding shares of all classes of our common stock as of the last day of the immediately preceding fiscal year; or
- such other amount as our board of directors may determine.

If an award of stock options or stock appreciation rights expires or becomes unexercisable without having been exercised in full or is surrendered pursuant to an exchange program or shares issued through awards of restricted stock, restricted stock units, performance units, performance shares, or stock-settled performance awards are forfeited to us or