

provided that no filing under the Exchange Act or other public disclosure by or on behalf of the holder shall be required or voluntarily made; the applicable transferee agrees that the transferee is receiving and holding such shares subject to the provisions of the applicable lock-up agreement; and any such transfer shall not involve a disposition for value;

- transfers to us pursuant to a net exercise of options held by the holder as of the date of this prospectus to the extent such options would expire during the restricted period described above or as forfeitures to meet tax withholding obligations in connection with the vesting of restricted stock held by the holder as of the date of this prospectus during the restricted period described above; provided that no filing under the Exchange Act or other public disclosure by or on behalf of the holder shall be required or voluntarily made within the first 45 business days after the date of this prospectus;
- receipt of shares of Class A common stock upon exercise of options or vesting of restricted stock units, provided that such shares of Class A common stock are subject to the same restrictions described herein;
- the establishment or amendment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Class A common stock, provided that such plan does not provide for the transfer of shares of Class A common stock during the restricted period described above and that to the extent a public announcement or filing under the Exchange Act regarding such establishment or amendment is required to be made by or on behalf of the holder or us, such announcement or filing shall include a statement that no transfer of shares of Class A common stock may be made under such plan during the restricted period described above, provided further, that no such trading plan shall require any such public announcement or filing within the first 45 business days after the date of this prospectus;
- transfers of shares of common stock or other securities to us pursuant to agreements under which we or any of our stockholders have the option to repurchase such securities, provided that no filing under the Exchange Act or other

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public disclosure by or on behalf of the holder shall be required or voluntarily made (except in connection with an individual whose employment with us is being terminated);

- transfers of shares of Class A common stock pursuant to a bona fide third party tender offer, merger or other similar transaction made to all holders of shares of our capital stock involving a change of control of us;
- our issuance of shares of Class A common stock upon the exercise of an option or warrant, the settlement of restricted stock or the conversion or exchange of convertible or exchangeable securities outstanding as of the date of the underwriting agreement and described in this prospectus; provided that each recipient executes and delivers a lock-up agreement with substantially the same restrictions described above;
- our issuance of shares of common stock or certain other securities, in each case pursuant to our stock plans that are described in this prospectus and provided that each recipient executes and delivers a lock-up agreement with substantially the same restrictions described above;
- our issuance of shares of common stock or certain other securities in connection with our acquisition of the securities, business, technology, property or other assets of another person or entity or pursuant to an employee benefit plan that we assumed in connection with such acquisition, or our joint ventures, commercial relationships and other strategic transactions, provided that the aggregate number of shares of Class A common stock (including with respect to securities to be granted pursuant to any assumed employee benefit plans covered by a registration statement on Form S-8) will not exceed 5% of the total number of shares of Class A common stock outstanding immediately following the closing of this offering, and provided that each recipient executes and delivers a lock-up agreement with substantially the same restrictions described above; and
- the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to our stock plans that are described in this prospectus or any employee benefit plan assumed in connection with any acquisition described in the bullet above, provided that each recipient executes and delivers a lock-up agreement with substantially the same restrictions described above.

This agreement does not apply to any existing employee benefit plans. See the section titled "Shares Available for Future Sale" for a discussion of certain transfer restrictions.

Prior to the offering, there has been no public market for the shares. The initial public offering price has been negotiated among us, the selling stockholder, and the representatives. Among the factors to be considered in determining the initial public