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is not a trading day, then the next business day that is a trading day. Participants may end their participation at any time during an offering period and will be paid their accrued contributions that have not yet been used to purchase shares of Class A common stock. Participation ends automatically upon termination of employment with us or ceasing to be an eligible employee under the Employment Stock Purchase Plan.

Adjustment to shares/purchase price. Subject to any required action by our shareholders, (1) the number of shares of Class A common stock covered by each option under the Employment Stock Purchase Plan that has not yet been exercised, (2) the number of shares of Class A common stock that have been authorized for issuance under the Employment Stock Purchase Plan but have not yet been placed under option, (3) the number of shares of Class A common stock available for issuance under the Employment Stock Purchase Plan, (4) the purchase price per share, and (5) the maximum number of shares of Class A common stock that may be purchased by any participant on any purchase date during an offering period, will, if applicable, be proportionately adjusted for any increase or decrease in the number of issued shares of Class A common stock resulting from a stock split, reverse stock split, stock dividend, subdivision, combination or reclassification of the Class A common stock (including any such change in the number of shares of Class A common stock effected in connection with a change in domicile of the Company), or any other increase or decrease in the number of shares of Class A common stock effected without receipt of consideration by the Company, or any increase or decrease in the value of a share of Class A common stock resulting from a spinoff or split-up, provided, however, that conversion of any convertible securities of the Company will not be deemed to have been "effected without receipt of consideration."

Change in control. In the event of a change in control, as defined under the Employment Stock Purchase Plan, our Board may take any action it deems necessary or desirable with respect to any option or ongoing offering period, including (1) terminating the Employment Stock Purchase Plan and returning all contributions, (2) establishing a new purchase date, or (3) providing that each outstanding option under the Employment Stock Purchase Plan will be assumed or substituted by the successor corporation.

Amendment; Termination. Our Board may terminate the Employment Stock Purchase Plan at any time and for any reason. Except as provided for in the Employment Stock Purchase Plan, no such termination of the Employment Stock Purchase Plan may affect options previously granted, provided that the Employment Stock Purchase Plan or an offering period may be terminated by the plan administrator on a purchase date or by our Board setting a new purchase date with respect to an offering period then in progress if our Board determines that termination of the Employment Stock Purchase Plan and/or the offering period is in the best interests of the Company and our shareholders or if continuation of the Employment Stock Purchase Plan and/or the offering period would cause the Company to incur adverse accounting charges as a result of a change after the effective date of the Employment Stock Purchase Plan in the generally accepted accounting principles applicable to the Employment Stock Purchase Plan. The Employment Stock Purchase Plan will also terminate by its own terms upon the earlier of (1) the issuance of all of the shares of our Class A common stock available for issuance under the Employment Stock Purchase Plan, or (2) the tenth (10th) anniversary of the earlier to occur of the approval of the Employment Stock Purchase Plan by our board or the approval of our Employment Stock Purchase Plan by our shareholders.

Except as provided for in the Employment Stock Purchase Plan, no amendment to the Employment Stock Purchase Plan will make any change in any option previously granted that adversely affects the rights of any participant.

Non-transferability. A participant may not transfer rights granted under the Employment Stock Purchase Plan other than by will, the laws of descent and distribution, or as otherwise provided under the Employment Stock Purchase Plan.