

ALIPHCOM
AMENDMENT TO
SIXTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
AND
WAIVER OF NOTICE AND PARTICIPATION RIGHTS

THIS AMENDMENT TO SIXTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT AND WAIVER OF NOTICE AND PARTICIPATION RIGHTS (the "*Amendment*") is made as of September 25, 2012, by and among ALIPHCOM, a California corporation (the "*Company*"), and certain of the persons and entities who are parties to the Agreement (as defined below). Capitalized terms not otherwise defined in the Amendment shall have the meaning ascribed to them in the Agreement.

RECITALS

WHEREAS, the Company and the Investors have entered into that certain Sixth Amended and Restated Investor Rights Agreement, dated June 16, 2011 (the "*Agreement*");

WHEREAS, the Company intends to sell up to an aggregate of 695,301 shares of the Company's Series 5 Preferred Stock at a price of \$7.19113 per share and 1,260,233 shares of the Company's Common Stock at a price of \$3.96752 per share, to Mort, Inc. (the "*Sale*");

WHEREAS, the Company has or intends to issue Common Stock to certain entities which have or will become party to the Agreement (the "*Subsequent Investors*");

WHEREAS, the Company and the Investors now desire to amend the Agreement to (a) include the Common Stock purchased or to be purchased by the Subsequent Investors as of certain dates, in the definition of "Registrable Securities" and (b) to permit Mort, Inc. to become a party to the Agreement as an Investor in connection with its investment in the Company's securities;

WHEREAS, in connection with the Sale, under Section 9 of the Agreement, the Major Investors (as defined in the Agreement) may have certain rights to advance notice of the Sale (the "*Notice Rights*") and a right of first refusal with respect to a portion of the shares proposed to be sold in connection with the Sale (the "*Right of First Refusal*");

WHEREAS, each of the undersigned desires to waive, on behalf of itself and all other parties to the Agreement, the Notice Rights and the Right of First Refusal, if any, that the parties to the Agreement have in connection with the Sale; and

WHEREAS, under Section 11 of the Agreement, the Agreement or any term thereof (except for certain sections explicitly referred to in Section 11) may be amended or waived only by a written consent of the Company and the holders of a majority of the Registrable Securities then outstanding (including a majority of the then outstanding shares of Senior Preferred on an as-converted basis).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Investors hereby agree as follows:

1. Amendment of Section 2. The parties agree that the definition of "Registrable Securities" contained in Section 2 of the Agreement is hereby amended to read in full as follows:

"Registrable Securities" means (a) the Conversion Stock, (b) any Common Stock purchased by Andreessen Horowitz Fund II, L.P. or its affiliates on or before March 21, 2011, (c) any Common Stock purchased by J.P. Morgan Digital Growth Fund, L.P. and 522 Fifth Avenue Fund, L.P. or their affiliates on or before December 31, 2011, (d) any Common Stock purchased by KPCB Holdings, Inc. pursuant to that certain Warrant to Purchase Common Stock dated December 7, 2011, (e) any Common Stock purchased by Hedosophia Alpha Limited on or before May 29, 2012 and (f) any Common Stock purchased by Mort, Inc. on or before September 30, 2012; in each case including any Common Stock of the Company issued or issuable in respect of such securities as any stock split, stock dividend, recapitalization, or similar event, or any Common Stock otherwise issuable with respect to such securities; *provided, however*, that the above-described securities shall only be treated as Registrable Securities if and so long as they have not been sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction."

2. Amendment of Section 16. The parties agree that the first sentence of Section 16 of the Agreement is hereby amended to read in full as follows:

"Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its preferred stock, any purchaser of such shares of preferred stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor", a "Holder" and a party hereunder."

3. Waiver. Pursuant to Section 11 of the Agreement, each of the undersigned hereby consents, on its own behalf and on behalf of all other parties to the Agreement, to the waiver of the Right of First Refusal and Notice Rights thereto set forth in the Agreement in connection with the Sale. This waiver shall be effective both retroactively and prospectively and shall be applicable to all parties to the Agreement.

4. The foregoing waivers shall not constitute a general waiver of the Notice Rights and the Right of First Refusal contained in the Agreement. All other provisions of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

6. This Amendment shall be construed in accordance with the laws of the State of California, excluding conflicts of laws principles.

7. This Amendment and the Agreement and all exhibits hereto or thereto are intended to be the sole agreement of the parties as they relate to the subject matter hereof and thereof and do hereby supersede all other agreements of the parties relating to the subject matter hereof or thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO SIXTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT AND WAIVER OF NOTICE AND PARTICIPATION RIGHTS as of the date set forth in the first paragraph hereof.

COMPANY:

ALIPHCOM

DocuSigned by:
Hosain Rahman
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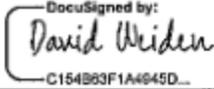
By: _____
Hosain Rahman
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDMENT TO SIXTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT AND WAIVER OF NOTICE AND PARTICIPATION RIGHTS** as of the date set forth in the first paragraph hereof.

INVESTORS:

KHOSLA VENTURES II, LP

By: Khosla Ventures Associates II, LLC, a Delaware limited liability company and general partner of Khosla Ventures II, LP

By  _____
Name:
Title: Member

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INVESTORS:

ANDREESSEN HOROWITZ FUND II, L.P.

as nominee for

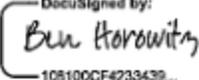
Andreesen Horowitz Fund II, L.P.

Andreesen Horowitz Fund II-A, L.P. and

Andreesen Horowitz Fund II-B, L.P.

By: AH Equity Partners II, L.L.C.

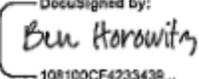
Its general partner

By: 
108100CF4233439...
Name: _____
Title: Managing Member

AH ANNEX FUND, L.P.

By: AH Equity Partners II, L.L.C.

Its general partner

By: 
108100CF4233439...
Name: _____
Title: Member

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INVESTORS:

**Sequoia Capital Growth Fund III
Sequoia Capital Growth Partners III
Sequoia Capital Growth III Principals Fund**

By: SCGF III Management, LLC
A Delaware Limited Liability Company
General Partner of Each

DocuSigned by:
Roclof Botha
By: A2D8105F9B3449F...
Managing Member

**Sequoia Capital XII
Sequoia Technology Partners XII
Sequoia Capital XII Principals Fund
Hilltop Family Partnership, L.P.**

By: SC XII Management, LLC
A Delaware Limited Liability Company,
General Partner of Each

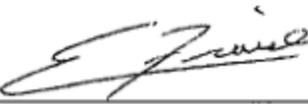
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Roclof Botha
By: A2D8105F9B3449F...
Managing Member

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INVESTORS:

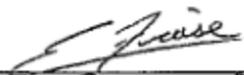
522 FIFTH AVENUE FUND, L.P.

By: J.P. Morgan Investment Management Inc.
Its: Investment Advisor

By: 
Name: Evard Fraise
Its: Executive Director

J.P. MORGAN DIGITAL GROWTH FUND L.P.

By: J.P. Morgan Investment Management Inc.
Its: Investment Advisor

By: 
Name: Evard Fraise
Its: Executive Director