

ALIPHCOM

SIXTH AMENDED AND RESTATED VOTING AGREEMENT

THIS SIXTH AMENDED AND RESTATED VOTING AGREEMENT (the "*Agreement*") is made and entered into as of this September 18, 2014, by and among ALIPHCOM, a California corporation (the "*Company*"), those certain holders of the Company's Common Stock listed on *Exhibit A* hereto (the "*Key Holders*") and the persons and entities listed on *Exhibit B* hereto (the "*Investors*" and together with the Key Holders, the "*Stockholders*").

WITNESSETH

WHEREAS, the Key Holders are the beneficial owners of shares of common stock of the Company (the "*Common Stock*") and/or options to purchase Common Stock;

WHEREAS, American Express Travel Related Services Company, Inc. ("*AXP*") is purchasing shares of the Company's Series 6-A Preferred Stock (the "*Series 6-A Preferred Stock*"), pursuant to that certain Series 6-A Preferred Stock Purchase Agreement (the "*Purchase Agreement*") of even date herewith (the "*Financing*");

WHEREAS, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

WHEREAS, certain of the Investors (the "*Prior Investors*") are holders of the Company's Series 1-A Preferred Stock, Series 1-B Preferred Stock, Series 1-C Preferred Stock (collectively, the "*Series 1 Preferred Stock*"), Series 2 Preferred Stock (the "*Series 2 Preferred Stock*"), Series 3 Preferred Stock (the "*Series 3 Preferred Stock*"), Series 4 Preferred Stock (the "*Series 4 Preferred Stock*"), Series 5 Preferred Stock (the "*Series 5 Preferred Stock*") and Series 6 Preferred Stock (the "*Series 6 Preferred Stock*"; the Series 1 Preferred Stock, Series 2 Preferred Stock, Series 3 Preferred Stock, Series 4 Preferred Stock, Series 5 Preferred Stock, Series 6 Preferred Stock and Series 6-A Preferred Stock shall be referred to herein collectively as the "*Preferred Stock*");

WHEREAS, the Prior Investors are parties to the certain Fifth Amended and Restated Voting Agreement dated March 28, 2014, by and among the Company, the Prior Investors and certain of the Key Holders (the "*Prior Agreement*");

WHEREAS, the Company's Amended and Restated Articles of Incorporation, as may be amended from time to time (the "*Restated Articles*") provide that (a) holders of Common Stock, voting together as a class, shall elect two (2) members of the Company's Board of Directors (the "*Board*"), (b) holders of the Company's Series 2 Preferred Stock, voting as a separate series, shall elect one (1) member of the Board, (c) holders of the Company's Series 3 Preferred Stock, voting as a separate series, shall elect one (1) member of the Board, (d) holders of the Company's Series 4 Preferred Stock, voting as a separate series, shall elect one (1) member of the Board, (e) holders of the Company's Series 6 Preferred Stock, voting as a separate series,

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shall elect one (1) member of the Board, and (f) holders of the Preferred Stock and Common Stock, voting together as if a single class, with the Preferred Stock voting on an as-converted basis (with the Series 6-A Preferred being subject to the Regulatory Voting Restriction (as defined in the Restated Articles)), shall be entitled to elect any remaining member(s) of the Board;

WHEREAS, the parties to such Prior Agreement desire to amend and restate the Prior Agreement and to accept the rights and covenants hereof in lieu of their rights and covenants under the Prior Agreement; and

WHEREAS, in connection with the consummation of the Financing, the Company, the Key Holders and the Investors have agreed to provide for the future voting of their shares of the Company's capital stock as set forth below.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. VOTING.

1.1 Key Holder Shares; Investor Shares.

(a) The Key Holders each agree to hold all shares of voting capital stock of the Company registered in their respective names or beneficially owned by them as of the date hereof and any and all other securities of the Company legally or beneficially acquired by each of the Key Holders after the date hereof (hereinafter collectively referred to as the "**Key Holder Shares**") subject to, and to vote the Key Holder Shares in accordance with, the provisions of this Agreement.

(b) The Investors each agree to hold all shares of voting capital stock of the Company (including but not limited to all shares of Common Stock issued upon conversion of the Preferred Stock) registered in their respective names or beneficially owned by them as of the date hereof and any and all other securities of the Company legally or beneficially acquired by each of the Investors after the date hereof (hereinafter collectively referred to as the "**Investor Shares**") subject to, and to vote the Investor Shares in accordance with, the provisions of this Agreement (subject, in each case, to the Regulatory Voting Restriction).

1.2 Election of Directors. On all matters relating to the election of directors of the Company, the Key Holders and the Investors agree to vote all Key Holder Shares and Investor Shares held by them (or the holders thereof shall consent pursuant to an action by written consent of the holders of capital stock of the Company) so as to elect members of the Company's Board of Directors as follows:

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(a) At each election of directors in which the holders of Series 6 Preferred Stock, voting separately as a single class, are entitled to elect a director of the Company, the Investors shall vote all of their respective Investor Shares so as to elect one individual designated by Rizvi Traverse Management LLC ("**Rizvi**"), so long as entities affiliated with Rizvi continue to hold at least 2,000,000 shares of Series 6 Preferred Stock (as adjusted to reflect stock splits, dividends and the like), which individual shall initially be Suhail Rizvi. Any vote taken to remove any director elected pursuant to this Section 1.2(a), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(a), shall also be subject to the provisions of this Section 1.2(a). Upon the request of any party entitled to designate a director as provided in this Section 1.2(a), each Investor agrees to vote its Investor Shares for the removal of such director.

(b) At each election of directors in which the holders of Series 4 Preferred Stock, voting separately as a single class, are entitled to elect a director of the Company, the Investors shall vote all of their respective Investor Shares so as to elect one individual designated by Andreessen Horowitz Fund II, L.P. ("**AH**"), so long as entities affiliated with AH continue to hold at least 5,000,000 shares of Series 4 Preferred Stock (as adjusted to reflect stock splits, dividends and the like), which individual shall initially be Ben Horowitz. Any vote taken to remove any director elected pursuant to this Section 1.2(b), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(b), shall also be subject to the provisions of this Section 1.2(b). Upon the request of any party entitled to designate a director as provided in this Section 1.2(b), each Investor agrees to vote its Investor Shares for the removal of such director.

(c) At each election of directors in which the holders of Series 3 Preferred Stock, voting separately as a single class, are entitled to elect a director of the Company, the Investors shall vote all of their respective Investor Shares so as to elect one individual designated by Sequoia Capital ("**Sequoia**"), so long as entities affiliated with Sequoia continue to hold at least 5,000,000 shares of Series 3 Preferred Stock (as adjusted to reflect stock splits, dividends and the like), which individual shall initially be Roelof Botha. Any vote taken to remove any director elected pursuant to this Section 1.2(c), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(c), shall also be subject to the provisions of this Section 1.2(c). Upon the request of any party entitled to designate a director as provided in this Section 1.2(c), each Investor agrees to vote its Investor Shares for the removal of such director.

(d) At each election of directors in which the holders of Series 2 Preferred Stock, voting separately as a single class, are entitled to elect a director of the Company, the Investors shall vote all of their respective Investor Shares so as to elect one individual designated by Khosla Ventures II, L.P. ("**Khosla**"), so long as Khosla continues to hold at least 5,000,000 shares of Series 2 Preferred Stock (as adjusted to reflect stock splits, dividends and the like), which individual shall initially be David Weiden. Any vote taken to remove any director elected pursuant to this Section 1.2(d), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(d), shall also be subject to the provisions of this

Section 1.2(d). Upon the request of any party entitled to designate a director as provided in this Section 1.2(d), each Investor agrees to vote its Investor Shares for the removal of such director.

(e) At each election of directors in which the holders of Common Stock, voting as a separate class, are entitled to elect directors of the Company, the Key Holders and the Investors (to the extent the Investor holds shares of Common Stock) shall vote all of their respective Key Holder Shares and Investor Shares (to the extent converted to Common Stock) so as to elect: (i) one individual designated by Hosain Rahman, so long as Mr. Rahman continues to (x) hold at least 500,000 Key Holder Shares (as adjusted to reflect stock splits, dividends and the like) and (y) provide services to the Company as an employee or consultant engaged by the Company (in a capacity other than solely as a director), which individual shall initially be Hosain Rahman, and (ii) one individual designated by Alexander Asseily, so long as Mr. Asseily continues to (x) hold at least 500,000 Key Holder Shares (as adjusted to reflect stock splits, dividends and the like) and (y) provide services to the Company as an employee or consultant engaged by the Company (in a capacity other than solely as a director), which individual shall initially be Alexander Asseily. Any vote taken to remove any director elected pursuant to this Section 1.2(e), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(e), shall also be subject to the provisions of this Section 1.2(e). Upon the request of any party entitled to designate a director as provided in this Section 1.2(e), each Key Holder and Investor agrees to vote its Key Holder Shares and Investor Shares for the removal of such director.

(f) At each election of directors in which the holders of Common Stock and holders of Preferred Stock, voting together as a single class and on an as-converted basis, are entitled to elect directors of the Company, the Key Holders and the Investors shall vote all of their respective Key Holder Shares and Investor Shares (with the Series 6-A Preferred being subject to the Regulatory Voting Restriction) so as to elect one nominee designated by all of the remaining directors, which such director shall be an industry representative not affiliated with the Company, AH, Sequoia, Khosla, Mr. Rahman or Mr. Asseily, which individual shall initially be Marissa Mayer. Any vote taken to remove a director elected pursuant to this Section 1.2(f), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(f), shall also be subject to the provisions of this Section 1.2(f).

1.3 No Liability for Election of Recommended Director. None of the parties hereto and no officer, director, stockholder, partner, employee or agent of any party makes any representation or warranty as to the fitness or competence of the nominee of any party hereunder to serve on the Board of Directors by virtue of such party's execution of this Agreement or by the act of such party in voting for such nominee pursuant to this Agreement.

1.4 Executive Search Committee. At the closing of the Financing as of the date hereof, a committee of the Board shall be set up as the Executive Search Committee of the Board, which shall comprise of Hosain Rahman, Suhail Rizvi, Ben Horowitz and Roelof Botha.

1.5 Legend.

(a) Concurrently with the execution of this Agreement, there shall be imprinted or otherwise placed, on certificates representing the Key Holder Shares and the Investor Shares the following restrictive legend (the "*Legend*"):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A VOTING AGREEMENT THAT CONTAINS CERTAIN DRAG-ALONG PROVISIONS AND THAT PLACES CERTAIN RESTRICTIONS ON THE VOTING OF THE SHARES REPRESENTED HEREBY. ANY PERSON ACCEPTING ANY INTEREST IN SUCH SHARES SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH AGREEMENT. A COPY OF SUCH VOTING AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

(b) The Company agrees that, during the term of this Agreement, it will not remove, and will not permit to be removed (upon registration of transfer, reissuance of otherwise), the Legend from any such certificate and will place or cause to be placed the Legend on any new certificate issued to represent Key Holder Shares or Investor Shares theretofore represented by a certificate carrying the Legend. If at any time or from time to time any Key Holder or Investor holds any certificate representing shares of the Company's capital stock not bearing the aforementioned legend, such Key Holder or Investor agrees to deliver such certificate to the Company promptly to have such legend placed on such certificate.

1.6 Successors. The provisions of this Agreement shall be binding upon the successors in interest to any of the Key Holder Shares or Investor Shares. The Company shall not permit the transfer of any of the Key Holder Shares or Investor Shares on its books or issue a new certificate representing any of the Key Holder Shares or Investor Shares unless and until the person to whom such security is to be transferred shall have executed a written agreement, substantially in the form of this Agreement, pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person were a Key Holder or Investor, as applicable.

1.7 Other Rights. Except as provided by this Agreement or any other agreement entered into in connection with the Financing, each Key Holder and Investor shall exercise the full rights of a holder of capital stock of the Company with respect to the Key Holder Shares and the Investor Shares, respectively (provided, that, for the avoidance of doubt, the Series 6-A Preferred shall be subject to the Regulatory Voting Restriction).

1.8 Drag-Along Agreement.

(a) In the event that the Company's Board of Directors and the holders of a majority of the outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis (with the Series 6-A Preferred being subject to the Regulatory Voting Restriction) (collectively, the "**Requisite Approval**") approve a sale of the Company or all or substantially all of the Company's assets whether by means of a merger, consolidation or sale of stock or assets, or otherwise (each, an "**Approved Sale**"), (i) if the Approved Sale is structured as a merger or consolidation of the Company, or a sale of all or substantially all of the Company's assets, each Key Holder and Investor agrees to be present, in person or by proxy, at all meetings for the vote thereon, to vote all shares of capital stock held by such person (with the Series 6-A Preferred being subject to the Regulatory Voting Restriction) for and raise no objections to such Approved Sale, and waive and refrain from exercising any dissenters rights, appraisal rights or similar rights in connection with such merger, consolidation or asset sale, or (ii) if the Approved Sale is structured as a sale of the stock of the Company, the Key Holders and Investors shall each agree to sell their Key Holder Shares and Investor Shares on the terms and conditions approved with the Requisite Approval; provided in each case that such terms do not provide that such Key Holder or Investor would receive as a result of such Approved Sale less than the amount that would be distributed to such Key Holder or Investor in the event the proceeds of such Approved Sale were distributed in accordance with the liquidation preferences set forth in the Restated Articles.

(b) The Key Holders and the Investors shall each take all necessary and desirable actions approved with the Requisite Approval in connection with the consummation of the Approved Sale, including the execution of such agreements and such instruments and other actions reasonably necessary to (i) provide the representations, warranties, indemnities, covenants, conditions, non-compete agreements (with respect to Key Holders only), escrow agreements and other provisions and agreements relating to such Approved Sale and (ii) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale, if applicable.

(c) Exceptions. Notwithstanding the foregoing, a Key Holder or Investor will not be required to comply with Sections 1.8(a) or (b) above in connection with any proposed Approved Sale unless:

(i) any representations and warranties to be made by such Key Holder or Investor in connection with the Approved Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such shares, including but not limited to representations and warranties that (i) the Key Holder or Investor holds all right, title and interest in and to the shares of capital stock of the Company such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Key Holder or Investor in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Key Holder or Investor have been duly executed by the Key Holder or Investor and delivered to the acquirer and are enforceable against the Key Holder or Investor in accordance with their respective terms and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Key

Holder's or Investor's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(ii) the Key Holder or Investor shall not be liable for the inaccuracy of any representation or warranty made by any other person or entity in connection with the Approved Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(iii) the liability for indemnification, if any, of such Key Holder or Investor in the Approved Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Approved Sale, is several and not joint and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Key Holder or Investor in connection with such Approved Sale;

(iv) liability shall be limited to such Key Holder's or Investor's applicable share (determined based on the respective proceeds payable to such Key Holder or Investor in connection with such Approved Sale in accordance with the provisions of the Restated Articles) of a negotiated aggregate indemnification amount that applies equally to all Key Holder's and Investors but that in no event exceeds the amount of consideration otherwise payable to such Key Holder or Investor in connection with such Approved Sale, except with respect to claims related to fraud by such Key Holder or Investor, the liability for which need not be limited as to such Key Holder or Investor;

(v) upon the consummation of the Approved Sale, (A) subject to Section B.2 of Article VII of the Restated Articles, each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock (and, in the case of holders of shares of Series 6-A Preferred Stock, no less than every other holder of shares of Series 6 Preferred Stock that participates in the Approved Sale with respect to such shares of Series 6 Preferred Stock); (B) the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in an Acquisition pursuant to and as defined in the Company's Amended and Restated Articles of Incorporation in effect immediately prior to the Approved Sale (assuming for this purpose that the Approved Sale is deemed to be a "liquidation" in accordance with the Company's Amended and Restated Articles of Incorporation in effect immediately prior to the Approved Sale) only; (C) to the extent such Stockholder is a corporation, private equity fund, venture capital fund or similar investment fund, such Stockholder shall not be obligated to be bound by (i) any restrictive covenants related to investing in or acquiring an entity, or directly or indirectly operating a business, that may be in competition with the operations of the Company or any person acquiring the Company or (ii) any other restrictive covenant related to the operation of its business, other than customary covenants relating to confidential information that

are agreed to by all other Stockholders in writing; (D) the terms of such Approved Sale applicable to a Stockholder are not materially less favorable than the terms applicable to each other Stockholder holding the same class and series of shares as such Stockholder (and, in the case of holders of shares of Series 6-A Preferred Stock, not materially less favorable (without taking into account any regulatory protections specific to Series 6-A Preferred Stock) than the terms applicable to holders of shares of Series 6 Preferred Stock); and (E) none of the holders of Series 6-A Preferred Stock, their affiliates or their respective successors shall be compelled to approve or make any representation or warranty with respect to, approve or enter into any amendment of, or waive any of its rights or claims under, any document (other than provisions directly relating to its equity ownership in the Company), including without limitation any provision intended to address the regulatory status of AXP or any other holder of Series 6-A Preferred Stock, if any (whether in the Restated Articles or otherwise), and any commercial agreement with the Company.

(vi) subject to (x) clause (v) above, requiring the same form and amount of consideration to be available to the holders of any single class or series of capital stock, and (y) Article VII of the Restated Articles, if applicable, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Approved Sale, all holders of such capital stock will be given the same option; *provided, however*, that nothing in this clause (vi) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's stockholders.

(d) Notwithstanding anything to the contrary, the foregoing provisions in Section 1.8(a) and (b) above shall not apply to any Key Holder Shares held by Hosain Rahman or Alexander Asseily so long as such Key Holders each continue to (x) hold at least 500,000 Key Holder Shares (as adjusted to reflect stock splits, dividends and the like) and (y) provide services to the Company as an employee or consultant engaged by the Company (in a capacity other than solely as a director).

(e) The Company or the Investors constituting the Requisite Approval (or agent thereof) shall give the Key Holders and the Investors at least ten (10) days prior written notice of any Approved Sale as to which the Investors constituting the Requisite Approval intend to exercise their rights under this Section 1.8.

(f) Notwithstanding anything to the contrary contained herein, each Regulated Holder (as defined in the Restated Articles) is permitted to sell all of its shares of Series 6-A Preferred in any Approved Sale pursuant to Section 1.8(a), and the consideration for any shares of Series 6-A Preferred of the Company sold by a Regulated Holder pursuant to Section 1.8(a) shall be paid in cash.

(g) If shares of Series 6-A Preferred Stock are converted into shares of Series 6 Preferred Stock in connection with a Permitted Regulatory Transfer (as defined in the Restated Articles) pursuant to the Restated Articles and, at the time of any such conversion, there are

insufficient authorized shares of Series 6 Preferred Stock to permit the full conversion of such applicable shares of Series 6-A Preferred Stock, then prior to the closing of any such conversion, each Stockholder agrees to vote or cause to be voted all shares of Company capital stock owned by such Stockholder, or over which such Stockholder has voting control (with the Series 6-A Preferred Stock being subject to the Regulatory Voting Restriction for this purpose), from time to time, in whatever manner as shall be necessary to increase the number of authorized shares of Series 6 Preferred Stock to ensure that there will be sufficient shares of Series 6 Preferred Stock available for conversion of Series 6-A Preferred Stock upon such Permitted Regulatory Transfer.

1.9 Irrevocable Proxy. To secure the Key Holder's and the Investor's obligations to vote the Key Holder Shares and the Investor Shares in accordance with this Agreement, each Key Holder and each Investor hereby appoints the Chief Executive Officer of the Company, or his designees, as such Key Holder's or Investor's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote all of such Key Holder's Key Holder Shares or such Investor's Investor Shares as set forth in this Agreement (and in the case of the Series 6-A Preferred Stock, subject to the Regulatory Voting Restriction) and to execute all appropriate instruments consistent with this Agreement on behalf of such Key Holder or Investor if, and only if, such Key Holder or Investor fails to vote all of such Key Holder's Key Holder Shares or such Investor's Investor Shares or execute such other instruments in accordance with the provisions of this Agreement within five (5) days of the Company's or any other party's written request for such Key Holder's or Investor's written consent or signature. The proxy and power granted by each Key Holder and Investor pursuant to this Section 1.9 are coupled with an interest and are given to secure the performance of such party's duties under this Agreement. Each such proxy and power will be irrevocable for the term hereof. The proxy and power, so long as any party hereto is an individual, will survive the death, incompetency and disability of such party or any other individual holder of the Shares and, so long as any party hereto is an entity, will survive the merger or reorganization of such party or any other entity holding any Investor Shares or Key Holder Shares.

2. TERMINATION. This Agreement shall continue in full force and effect from the date hereof through the earliest of the following dates, on which date it shall terminate in its entirety:

(a) the date of the closing of a firmly underwritten public offering of the Company's common stock pursuant to a registration statement filed with the Securities and Exchange Commission, and declared effective under the Securities Act of 1933, as amended; and

(b) the date as of which the parties hereto terminate this Agreement by written consent of (i) the Company, (ii) holders of a majority of the Investor Shares (with the Series 6-A Preferred Stock treated as *not* subject to the Regulatory Voting Restriction for this purpose), (iii) holders of a majority of the shares of Series 2 Preferred Stock, (iv) holders of a majority of the shares of Series 3 Preferred Stock, (v) holders of a majority of the shares of Series 4 Preferred Stock, (vi) holders of at least two-thirds of the Key Holder Shares then providing services to the Company as an employee or consultant engaged by the Company (in a capacity other than solely as a director); (vii) Rizvi, so long as such party is entitled to designate a director pursuant to Section 1.2(a); (viii) AH, so long as such party is entitled to designate a director

pursuant to Section 1.2(b); (ix) Sequoia, so long as such party is entitled to designate a director pursuant to Section 1.2(c); (x) Khosla, so long as such party is entitled to designate a director pursuant to Section 1.2(d); (xi) the written consent of Hosain Rahman, so long as such party is entitled to designate a director pursuant to Section 1.2(e)(i); and (xii) the written consent of Alexander Asseily, so long as such party is entitled to designate a director pursuant to Section 1.2(e)(ii).

3. MISCELLANEOUS.

3.1 Ownership. Each Key Holder represents and warrants to the Investors and the Company that (a) such Key Holder now owns the Key Holder Shares, free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy or entered into any other voting agreement or similar arrangement other than one which has expired or terminated prior to the date hereof, and (b) such Key Holder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Key Holder enforceable in accordance with its terms. Each Investor represents and warrants to the Investors and the Company that (a) such Investor now owns, or will own upon the Closing (as defined in the Purchase Agreement), the Investor Shares, free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy or entered into any other voting agreement or similar arrangement other than one which has expired or terminated prior to the date hereof, and (b) such Investor has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Investor enforceable in accordance with its terms.

3.2 Further Action. If and whenever the Key Holder Shares are sold, the Key Holders or the personal representative of the Key Holders shall do all things and execute and deliver all documents and make all transfers, and cause any transferee of the Key Holder Shares to do all things and execute and deliver all documents, as may be necessary to consummate such sale consistent with this Agreement.

3.3 Specific Performance. The parties hereto hereby declare that it is impossible to measure in money the damages that will accrue to a party hereto or to their heirs, personal representatives, or assigns by reason of a failure to perform any of the obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable. If any party hereto or his heirs, personal representatives, or assigns institutes any action or proceeding to specifically enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has an adequate remedy at law, and such person shall not offer in any such action or proceeding the claim or defense that such remedy at law exists.

3.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as such laws are applied to agreements among California residents entered into and performed entirely within the State of California. The parties agree that any action brought by either party under or in relation to this Agreement, including without limitation

to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in the County of San Francisco, California.

3.5 Amendment or Waiver. This Agreement may be amended or modified (or provisions of this Agreement waived) only upon the written consent of (i) the Company, (ii) holders of a majority of the Investor Shares (with the Series 6-A Preferred Stock treated as *not* subject to the Regulatory Voting Restriction for this purpose), (iii) holders of a majority of the shares of Series 2 Preferred Stock, (iv) holders of a majority of the shares of Series 3 Preferred Stock, (v) holders of a majority of the shares of Series 4 Preferred Stock, (vi) holders of at least two-thirds of the Key Holder Shares then providing services to the Company as employees or consultants engaged by the Company (in a capacity other than solely as a director), (vii) with respect to Section 1.8 (Drag Along Agreement), if there is an amendment to Section 1.8(c), (d), or (e) or to the definition of Approved Sale, the holders of a majority of the shares of Series 6 Preferred; provided that if an amendment by its terms materially adversely affects the rights of a series or class of securities differently than other securities, such amendment must be approved by written consent of a majority of the holders of that class or series of securities. Any amendment or waiver so effected shall be binding upon the Company, each of the parties hereto and any assignee of any such party *provided, however*, that notwithstanding the foregoing, (i) the written consent of Rizvi shall be required for any amendment or waiver of Section 1.2(a), (ii) the written consent of AH shall be required for any amendment or waiver of Section 1.2(b), (iii) the written consent of Sequoia shall be required for any amendment or waiver of Section 1.2(c), (iv) the written consent of Khosla shall be required for any amendment or waiver of Section 1.2(d), (v) the written consent of Hosain Rahman shall be required for any amendment or waiver of Section 1.2(e)(i) and (vi) the written consent of Alexander Asseily shall be required for any amendment or waiver of Section 1.2(e)(ii). Notwithstanding the foregoing, (i) Section 1.2 of this Agreement may be amended to add obligations of holders of additional series of Preferred Stock by an instrument in writing signed by the Company and the holders of such series and (ii) the provisions of Sections 1.8(c)-(g), this clause (ii) of this Section 3.5, Sections 3.19, 3.20 and 3.21 and any other specific reference in this Agreement to Series 6-A Preferred Stock or the treatment thereof, a Regulated Holder, the Regulatory Voting Restriction, the Regulatory Conversion Restriction, Permitted Regulatory Transferee, BHCA Regulatory Restriction (each as defined in the Restated Articles) or any provision intended to address the regulatory status of a Regulated Holder, and any relevant defined term used in connection therewith, may be amended and the observance of any term thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (x) AXP in order to be enforceable against AXP and its affiliates (as defined in Regulation Y (12 C.F.R. Part 225)) and (y) for so long as any Regulated Holder or its Transferee (as defined in the Restated Articles) holds any shares of Series 6-A Preferred Stock, the holders of a majority of the then-outstanding shares of Series 6-A Preferred Stock in order to be enforceable against any Regulated Holder or Transferee.

3.6 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement,

and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.7 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

3.8 Additional Shares. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any of the Key Holder Shares or Investor Shares by reason of any stock dividend, stock split, combination of shares, reclassification or the like, such shares or securities shall be deemed to be Key Holder Shares or Investor Shares, as the case may be, for purposes of this Agreement.

3.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Preferred Stock pursuant to the Purchase Agreement, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "Investor" and a party hereunder.

3.10 Additional Key Holders. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Common Stock after the date hereof, pursuant to an equity incentive plan or otherwise, the Company shall use its best efforts to cause, with respect to future issuances of Common Stock and future grants of options to purchase shares of the Company's Common Stock of more than one percent (1%) of the Company's then-outstanding shares of Common Stock (on an as-converted basis assuming conversion of all then-outstanding shares of Preferred Stock), as a condition to such issuance, any such holder of such shares of Common Stock (an "**Additional Holder**") to become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and such holder shall be deemed a "Key Holder" and a party hereunder. This Agreement, including without limitation, Exhibit A hereto, may be amended by the Company without the consent of the Key Holders or the Investors to add such Additional Holders as signatories hereto.

3.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one instrument.

3.12 Waiver. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

3.13 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any

party's part of any breach, default or noncompliance under this Agreement or any waiver on such party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, shall be cumulative and not alternative.

3.14 Attorney's Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

3.15 Notices. All notices required in connection with this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written notification of receipt. All communications shall be sent to the holder appearing on the books of the Company or at such address as such party may designate by ten (10) days advance written notice to the other parties hereto.

3.16 Title and Subtitles. The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

3.17 Entire Agreement. This Agreement, along with the Purchase Agreement and the other documents delivered pursuant thereto, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

3.18 Amendment of Prior Agreement. The Prior Agreement is hereby amended and superseded in its entirety and restated herein. Such amendment and restatement is effective upon execution of this Agreement by the Company and the parties required for an amendment pursuant to Section 3.5 of the Prior Agreement. Upon such execution, all provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety by the provisions hereof and shall have no further force or effect.

3.19 Treatment of Series 6-A Preferred Stock. Unless otherwise set forth in this Agreement, for all purposes of this Agreement, the Series 6-A Preferred Stock shall be treated as being convertible into shares of Common Stock (without actual conversion) at the Series 6-A Preferred Stock's then applicable Series 6-A Conversion Price (as defined in the Restated Articles).

3.20 Regulated Holder. In the event that a Regulated Holder or its Transferees is required to sell its shares pursuant to Section 1.8, the Company and each Stockholder will use commercially reasonable efforts to negotiate in good faith the terms of such transaction, as applicable, including without limitation the terms and characteristics of any securities issued pursuant to such transaction, and the form of any consideration paid, to comply with any regulatory requirements applicable to the Regulated Holder or its Transferees.

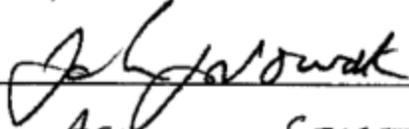
3.21 Waiver of Voting Rights. Except for the voting rights set forth in the Restated Articles or as expressly provided for herein, the holders of the Series 6-A Preferred Stock shall have no right to vote their Series 6-A Preferred Stock on any matter and hereby expressly waive any voting rights that may be provided to such holders by statute by virtue of their ownership of Series 6-A Preferred Stock to the fullest extent permitted under applicable law (including with respect to rights that may be provided under Section 1201 of the California Corporations Code). To the extent any such statutory voting right cannot be waived under applicable law, the holders of the Series 6-A Preferred Stock irrevocably elect to refrain from voting their shares of Series 6-A Preferred Stock in connection with any such statutory vote. Other than a Permitted Regulatory Transferee, any Transferee of a holder of the Series 6-A Preferred Stock shall agree to be bound by this restriction.

[Signature Pages Follow]

The parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

**AMERICAN EXPRESS TRAVEL RELATED SERVICES
COMPANY, INC.**

By: 

Its: ASSISTANT SECRETARY

Name: JOHN J. NOWAK

Title: ASSISTANT SECRETARY

IN WITNESS WHEREOF, the parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

RIZVI OPPORTUNISTIC EQUITY FUND II, L.P.

By: Rizvi Traverse GP II, LLC, its General Partner

By: DocuSigned by:
Suhail Rizvi
Name: Suhail RIZVI
Title: Manager

RIZVI OPPORTUNISTIC EQUITY FUND III, L.P.

By: Rizvi Traverse GP III, LLC, its General Partner

By: DocuSigned by:
Suhail Rizvi
Name: Suhail RIZVI
Title: Manager

RIZVI TRAVERSE PARTNERS III, LLC

By: Rizvi Traverse Management III LLC, its Manager

By: DocuSigned by:
Suhail Rizvi
Name: Suhail RIZVI
Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

522 FIFTH AVENUE FUND, L.P.

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

By: DocuSigned by:
Evrard J. Fraise
8DE3E09884D9447
Name: Evrard J. Fraise
Its: Executive Director

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

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

By: DocuSigned by:
Evrard J. Fraise
8DE3E09884D9447
Name: Evrard J. Fraise
Its: Executive Director

DIGITAL GROWTH CO-INVESTMENT 2, L.P.

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

By: DocuSigned by:
Evrard J. Fraise
8DE3E09884D9447
Name: Evrard J. Fraise
Its: Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

ANDREESSEN HOROWITZ FUND II, L.P.

as nominee for
Andreessen Horowitz Fund II, L.P.
Andreessen Horowitz Fund II-A, L.P. and
Andreessen Horowitz Fund II-B, L.P.

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

Its general partner signed by:

Signature: Ben Horowitz
106100CF4293439...

Print Name: Ben Horowitz

Title: Managing Member

AH ANNEX FUND, L.P.

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

Its general partner signed by:

By: Ben Horowitz
106100CF4293430...

Name: Ben Horowitz

Title: Member

IN WITNESS WHEREOF, the parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

AH PARALLEL FUND, L.P.

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

Its general partner

Signature: Ben Horowitz
DocuSigned by:
108100CF4233439...

Print Name: Ben Horowitz

Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

**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

Signature: DocuSigned by:
Roelof Botha
A2D8106F9D3440F...
Print Name: Roelof Botha
Title: Managing Director

**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

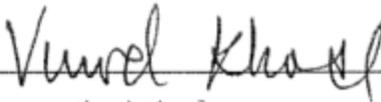
Signature: DocuSigned by:
Roelof Botha
A2D8106F9D3440F...
Print Name: Roelof Botha
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** as of the date first above written.

INVESTORS:

KHOSLA VENTURES II, LP

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

Signature: 

Print Name: vinod khosla

Title: Partner

VNK MANAGEMENT, LLC

Signature: _____
Neil Bhadkamar, Manager

The parties hereto have executed this counterpart signature page to the **SIXTH AMENDED AND RESTATED VOTING AGREEMENT** dated September 18, 2014 at an additional closing held on December 12, 2014.

INVESTOR:

HYDROPLANE OFFSHORE (II) LIMITED

By: *Ian Osborne*

Name: IAN OSBORNE

Title: MANAGER

VOTING AGREEMENT
SIGNATURE PAGE

EXHIBIT A
LIST OF KEY HOLDERS

Alexander Asseily

Hosain Rahman

George Asseily

Michael Blend

Gregory Burnett

Patrick Chiang

Greg Turnbull

Richard Drysdale

Nicolas Petit

Rob Levine

Jeremiah Robinson

Michael Tamaru

EXHIBIT A
VOTING AGREEMENT

EXHIBIT B

LIST OF INVESTORS

[ON FILE WITH THE COMPANY]

**EXHIBIT B
VOTING AGREEMENT**

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