

SERIES 5 PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES 5 PREFERRED STOCK PURCHASE AGREEMENT (the "*Agreement*") is made and entered into as of June 16, 2011 by and among _____, a _____ corporation (the "*Company*"), and each of those persons and entities, severally and not jointly, whose names are set forth on the Schedule of Purchasers attached hereto as **Exhibit A** (which persons and entities are hereinafter collectively referred to as "*Purchasers*" and each individually as a "*Purchaser*").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of an aggregate of _____ shares of its Series 5 Preferred Stock (the "*Shares*") pursuant to this Agreement; and

WHEREAS, Purchasers desire to purchase, and the Company desires to issue and sell, the Shares on the terms and conditions set forth herein (the "*Financing*").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO SELL AND PURCHASE.

1.1 **Authorization of Shares.** The Company has authorized the sale and issuance to Purchasers of the Shares and the issuance of such shares of Common Stock to be issued upon conversion of the Shares (the "*Conversion Shares*"). The Shares and the Conversion Shares have the rights, preferences, privileges and restrictions set forth in the Amended and Restated Articles of Incorporation of the Company, in the form attached hereto as **Exhibit B** (the "*Restated Articles*").

1.2 **Sale and Purchase of the Shares.** Subject to the terms and conditions hereof, at the Initial Closing (as hereinafter defined), the Company shall issue and sell to each Purchaser, severally and not jointly, and each Purchaser agrees to purchase from the Company, severally and not jointly, the number of Shares set forth opposite such Purchaser's name on **Exhibit A**, at a purchase price of _____ per share.

2. CLOSING, DELIVERY, PAYMENT AND CONVERSION.

2.1 **Initial Closing.** The initial closing of the sale and purchase of the Shares under this Agreement (the "*Initial Closing*") shall take place at _____ p.m. on or before _____ 2011, at the offices of _____ or at such other time or place as the Company and purchasers of a majority of the Shares may mutually agree (such date is hereinafter referred to as the "*Initial Closing Date*").

2.2 Subsequent Sales of Shares. At any time on or before the 90th day following the Initial Closing or at such later time as the Company and the holders of a majority of the Shares purchased at the Initial Closing (pursuant to Section 2.1) may mutually agree, the Company may sell up to the balance of the Shares not sold at the Initial Closing to such persons as may be approved by the holders of a majority of the Shares purchased at the Initial Closing (pursuant to Section 2.1), which shall not be unreasonably withheld, and the Company (the "**Additional Purchasers**"). All such sales made at any subsequent closings (each a "**Subsequent Closing**"), shall be made on the terms and conditions set forth in this Agreement, and (i) the representations and warranties of the Company set forth in Section 3 hereof (and the Schedule of Exceptions) shall speak as of the Initial Closing and the Company shall have no obligation to update any such disclosure, and (ii) the representations and warranties of the Additional Purchasers in Section 4 hereof shall speak as of the date of such Subsequent Closing (each, a "**Subsequent Closing Date**"). The Schedule of Purchasers may be amended by the Company without the consent of the Purchasers to include any Additional Purchasers upon the execution by such Additional Purchasers of a counterpart signature page hereto. Any shares of Series 5 Preferred Stock sold pursuant to this Section 2.2 shall be deemed to be "Shares" for all purposes under this Agreement and any Additional Purchasers thereof shall be deemed to be "Purchasers" for all purposes under this Agreement. The Initial Closing and any Subsequent Closing are hereinafter referred to individually as a "**Closing**" and collectively as the "**Closings**," and the Initial Closing Date and the Subsequent Closing Date(s) are hereinafter referred to individually as a "**Closing Date**" and collectively as the "**Closing Dates**." Each Closing may take place using facsimile signature pages of the parties hereto.

2.3 Delivery. At each Closing, subject to the terms and conditions hereof, the Company will deliver to each Purchaser a certificate representing the number of Shares to be purchased at such Closing by such Purchaser, against payment of the purchase price therefor by check, wire transfer made payable to the order of the Company, cancellation or conversion of indebtedness or any combination of the foregoing. In the event that payment by a Purchaser is made, in whole or in part, by cancellation or conversion of indebtedness, then such Purchaser shall surrender to the Company for cancellation or conversion at such Closing any evidence of such indebtedness or shall execute an instrument of cancellation or conversion in form and substance acceptable to the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

Except as set forth on a Schedule of Exceptions delivered by the Company to Purchasers on the date hereof, the Company hereby represents and warrants to each Purchaser as of the date of this Agreement as set forth below.

3.1 Organization and Standing; Corporate Power. The Company is a corporation duly organized and existing under the laws of the State of _____ and is in good standing under such laws. The Company has the requisite corporate power and authority to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business, properties or condition (financial or otherwise). The Company has or will have at the Initial Closing all requisite corporate power to execute and deliver this Agreement,

the Sixth Amended and Restated Investor Rights Agreement attached hereto as **Exhibit C** (the "**Investor Rights Agreement**"), the Fourth Amended and Restated Voting Agreement attached hereto as **Exhibit D** (the "**Voting Agreement**") and the Third Amended and Restated Right of First Refusal Agreement attached hereto as **Exhibit E** (the "**First Refusal Agreement**," and, together with the Investor Rights Agreement and the Voting Agreement, the "**Related Agreements**") and to sell and issue the Shares hereunder, to issue the Conversion Shares and to carry out and perform its obligations under the terms of this Agreement and the Related Agreements.

3.2 Subsidiaries. The Company has no subsidiaries and does not own of record or beneficially any capital stock or equity interest or investment in any corporation, association or business entity. The Company is not a participant in any joint venture, partnership or similar arrangement. Since its inception, the Company has not consolidated or merged with, acquired all or substantially all of the assets of, or acquired the stock of or any interest in any corporation, partnership, limited liability company or other business entity.

3.3 Capitalization; Voting Rights.

(a) As of the date hereof and immediately prior to the Initial Closing, following the filing of the Restated Articles, the Company's authorized capital stock will consist of (i) _____ shares of common stock, of which _____ shares will be issued and outstanding immediately prior to the Initial Closing, and (ii) _____ shares of Preferred Stock, of which (a) _____ shares are designated Series 1-A Preferred Stock, all of which were issued and outstanding immediately prior to the Initial Closing, (b) _____ shares are designated Series 1-B Preferred Stock, all of which were issued and outstanding immediately prior to the Initial Closing, (c) _____ shares are designated Series 1-C Preferred Stock, all of which were issued and outstanding immediately prior to the Initial Closing, (d) _____ shares are designated Series 2 Preferred Stock, of which _____ shares will be issued and outstanding immediately prior to the Initial Closing, (e) _____ shares are designated Series 3 Preferred Stock, _____ of which were issued and outstanding immediately prior to the Initial Closing, (f) _____ shares are designated Series 4 Preferred Stock, _____ of which were issued and outstanding immediately prior to the Initial Closing, and (g) _____ shares are designated Series 5 Preferred Stock, none of which were issued and outstanding immediately prior to the Initial Closing. The Company has reserved for issuance (i) under its 2000 Stock Option Plan (the "**2000 Plan**"), a pool of _____ shares of Common Stock, and (ii) under its 2010 Equity Incentive Plan (the "**2010 Plan**") and, together with the 2000 Plan, the "**Plans**"), a pool of _____ shares of Common Stock, plus any additional shares subject to option grants issued under the 2000 Plan that are terminated prior to exercise. Under the Plans

options were
outstanding and unexercised immediately prior to the Initial Closing and
shares remained available for grant.

(b) The outstanding shares of Common Stock and Preferred Stock of the Company have been duly authorized and validly issued, are fully paid and nonassessable, and such shares, and all outstanding options, warrants, convertible notes, and other securities of the Company, have been issued in compliance with the applicable exemptions from the Securities Act of 1933, as amended (the "*Securities Act*").

(c) Other than (a) the shares reserved for issuance under the Plans, (b) warrants to purchase up to shares of Common Stock outstanding on the date hereof and (c) as granted pursuant to this Agreement and the Related Agreements, there are no currently outstanding preemptive or conversion rights, options, warrants or agreements granted or issued by or binding upon the Company for the purchase or acquisition of any shares of its capital stock. Immediately following the Initial Closing, each share of the Company's outstanding Preferred Stock will be convertible into exactly one (1) share of Common Stock.

(d) All outstanding shares of Common Stock and Preferred Stock, and all shares of Common Stock and Preferred Stock when issued upon the exercise or conversion of outstanding options, warrants or other exercisable or convertible securities are or, upon issuance will be, subject to a market standoff or "lockup" agreement of not less than 180 days following the effective date of the Company's initial public offering.

(e) Except as contemplated in the Investor Rights Agreement, the Company has not granted or agreed to grant any registration rights, including piggyback rights, to any person or entity. Except as set forth in the Voting Agreement, the Company is not a party or subject to any agreement or understanding, and, to the Company's knowledge, there is no agreement or understanding between any persons that affects or relates to the voting or giving of written consents with respect to any security or the voting by a director of the Company.

3.4 Authorization. All corporate action on the part of the Company, its directors and shareholders necessary for the authorization, execution, delivery and performance by the Company of this Agreement and the Related Agreements and the consummation of the transactions contemplated herein and therein, and for the authorization, issuance and delivery of the Shares and of the Conversion Shares has been taken or will be taken prior to the Initial Closing. This Agreement and the Related Agreements constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (ii) as limited by general principles of equity that restrict the availability of equitable remedies, and (iii) to the extent that the enforceability of the indemnification provisions of the Investor Rights Agreement may be limited by applicable laws. The Shares, when issued in compliance with the provisions of this Agreement will be validly issued, fully paid and nonassessable issued in compliance with all applicable federal and state securities laws (based in part upon the representations of the Purchasers contained herein) and will be free of any liens or encumbrances, and will be free of restrictions or transfer other than

under this Agreement and the Related Agreements and state and/or federal securities laws. The shares of Common Stock issuable upon conversion of the Shares have been duly and validly reserved and, upon issuance, will be validly issued, fully paid and nonassessable and (based in part upon the representations of the Purchasers contained herein) such shares of Common Stock if issued at the Closing would be issued in compliance with all applicable federal and state securities laws.

3.5 Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, currently threatened in writing against the Company or, to the Company's knowledge, against any officer, director or employee of the Company in connection with such officer's, director's or employee's relationship with, or actions taken on behalf of, the Company, that might result in a material adverse effect or that questions the validity of this Agreement or the Related Agreements or the right of the Company to enter into any of such agreements, or to consummate the transactions contemplated hereby or thereby, nor is the Company aware that there is any basis for any of the foregoing. The Company is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality specifically applicable to the Company. There is no action, suit, proceeding or investigation by the Company currently pending or that the Company intends to initiate.

3.6 Consents. No consent, approval, qualification, order or authorization of, or filing with, any governmental authority is required in connection with the Company's valid execution, delivery or performance of this Agreement or the Related Agreements, or the offer, sale or issuance of the Shares by the Company, the conversion of the Shares, the issuance of Common Stock upon conversion of the Shares, or the consummation of any other transaction contemplated on the part of the Company hereby or thereby, except (i) the filing of the Restated Articles with the Secretary of State of the State of _____ prior to the Closing and (ii) filings required pursuant to applicable federal and state securities laws, which filings the Company shall complete within the required statutory period.

3.7 Title to Properties; Liens and Encumbrances. The Company has good and marketable title to its properties and assets and, with respect to the property and assets leased by the Company, holds valid leasehold interests therein, in each case subject to no mortgage, pledge, lien, security interest, conditional sale agreement, encumbrance or charge, except (i) tax, materialmen's or like liens for obligations not yet due or payable or being contested in good faith by appropriate proceedings, (ii) possible minor liens or encumbrances that do not materially detract from the value of the property subject thereto or materially impair the operations of the Company, or (iii) liens, imposed by law, that have otherwise arisen in the ordinary course of business. With respect to the assets it leases, the Company is in material compliance with such leases.

3.8 Financial Statements. The Company has made available to each Purchaser its unaudited financial statements (including balance sheet, income statement and statement of cash flows) and as of and for the years ended December 31, 2009 and December 31, 2010 and as of and for the four month period ended April 30, 2011 (the "*Statement Date*") (collectively, the "*Financial Statements*"). The Financial Statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis

throughout the periods indicated, except that the Financial Statements may not contain all footnotes required by generally accepted accounting principles. The Financial Statements fairly present the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to the Statement Date and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate are not material to the financial condition or operating results of the Company.

3.9 Changes. Since the Statement Date, there has not been to the Company's knowledge:

(a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not been, in the aggregate, materially adverse;

(b) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the business, properties or condition (financial or otherwise) of the Company;

(c) any waiver or material compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and that is not material to the business, properties or condition (financial or otherwise) of the Company;

(e) any material adverse change to a material contract or arrangement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or shareholder;

(g) any sale, assignment or exclusive license or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets;

(h) any receipt of notice by the Company that there has been a loss of, or material order cancellation by, any major customer of the Company;

(i) any resignation or termination of employment of any officer or key employee of the Company, and the Company is not aware of any impending resignation or termination of employment of any such officer or key employee;

(j) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties outside the ordinary course of business;

(k) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(l) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(m) any material change, except in the ordinary course of business, in the contingent obligations of the Company by way of guaranty, endorsement, indemnity, warranty or otherwise;

(n) any labor organization activity related to the Company;

(o) any other event or condition of any character that might materially and adversely affect the business, properties or condition (financial or otherwise) of the Company; or

(p) any arrangement or commitment by the Company to do any of the things described in this Section 3.9.

3.10 Employee Benefit Plans. The company does not have any Employee Benefit Plan as defined in the Employee Retirement Income Security Act of 1974.

3.11 Status of Proprietary Assets.

(a) The Company owns or is duly licensed under or otherwise authorized to use, all patent applications, trademarks, service marks, trade names, copyrights, trade secrets, confidential and proprietary information, designs, processes and proprietary rights, and, to its knowledge, all patents, that are necessary to enable it to carry on its business as now conducted and as proposed to be conducted ("*Proprietary Assets*") without any conflict with, or infringement of, the rights of others.

(b) The Company has not received any written communications alleging that the Company has violated or, by conducting its business as proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights or processes of any other person or entity, nor is the Company aware of any basis therefor.

(c) Each former and current employee, officer and consultant of the Company has executed a proprietary information and inventions agreement in the form(s) as delivered to Purchasers. To the Company's knowledge, no employee, officer, or consultant of the Company is in violation of such proprietary information and inventions agreement or any prior employee contract or proprietary information and inventions agreement with any other corporation or third party. No former and current employee, officer or consultant of the Company has excluded works or inventions made prior to his or her employment with the Company from his or her assignment of inventions pursuant to such employee, officer or consultant's proprietary information and inventions agreement.

(d) The Company does not believe it is or will be necessary to use any inventions, trade secrets or proprietary information of any of its employees (or persons it currently intends to hire) made prior to their employment by the Company and not assigned to the Company. Set forth in Section 3.11 of the Schedule of Exceptions is a listing of all patents and trademarks of the Company and all applications therefor.

3.12 Licenses; Other Agreements.

(a) The Company has not granted, and, to the Company's knowledge, there are not outstanding, any options, licenses or agreements of any kind relating to any Proprietary Asset of the Company, nor is the Company bound by or a party to any option, license or agreement of any kind with respect to any of its Proprietary Assets, in each case except for such options, licenses or arrangements as have been entered into in the ordinary course of the Company's business and in substantially the form of the Company's standard agreements, if any.

(b) The Company is not bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other person or entity or that involve indemnification by the Company with respect to such third party assets, except for (i) standard end-user, object code, internal-use software licenses, (ii) support/maintenance agreements and (iii) standard confidentiality or nondisclosure agreements entered into in the ordinary course of business and in substantially the form of the Company's standard agreements, if any.

3.13 Offering. Subject to the truth and accuracy of each Purchaser's representations set forth in this Agreement, the offer, sale and issuance of the Shares and Conversion Shares as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and from the qualification requirements of the Corporate Securities Law of 1968, as amended.

3.14 Compliance with Other Instruments.

(a) The Company is not in any violation of or default under any term of the Restated Articles or its Bylaws. The Company is not in violation of, or default under any provision of any instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation to which it is a party or by which it or any of its properties are bound, which violations or defaults, individually or in the aggregate, would reasonably be expected to materially adversely affect the business, properties or condition (financial or otherwise) of the Company. To the Company's knowledge, it is not in violation of any provision of any federal, state or local statute, rule or governmental regulation that would materially adversely affect the business, properties or condition (financial or otherwise) of the Company. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which would reasonably be expected to materially and adversely affect the business, properties or condition (financial or otherwise) of the Company. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

(b) Neither the execution and delivery of this Agreement and the Related Agreements nor the performance by the Company of its obligations under this Agreement and the Related Agreements (including the issuance of the Shares (and the Common Stock issuable upon conversion thereof) will: (i) violate any provisions of the Restated Certificate or the Bylaws of the Company; (ii) with or without the giving of notice or the passage of time, or both, violate, or be in conflict with, or constitute a material default under, or cause or permit the termination or the acceleration of the maturity of, any debt obligation of the Company; (iii) require notice to or the consent of any party to any agreement or commitment, including, without limitation, any lease or license to which the Company is a party, or by which it or its properties is bound or subject; (iv) result in the creation or imposition of any security interest, lien, or other encumbrance upon any property or assets of the Company under any agreement or commitment to which it is a party, or by which it or its properties is bound or subject; or (v) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which the Company or its properties is bound or subject.

3.15 Employees and Independent Contractors.

(a) Other than indicated on the Schedule of Exceptions, the Company is not a party to or bound by any currently effective employment contract, deferred compensation arrangement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation plan or agreement.

(b) To the Company's knowledge, no employee or independent contractor of the Company is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee's or independent contractor's best efforts to promote the Company's business as now conducted and as currently proposed to be conducted. The Company has not received any written notice alleging that a violation of any such contract or other agreement has occurred.

(c) Neither the execution or delivery of this Agreement, nor the carrying on of the Company's business by the employees and independent contractors of the Company, nor the conduct of the Company's business as now conducted, will, to the Company's knowledge, conflict with or result in a material breach of the terms, conditions, or provisions of, or constitute a material default under, any contract, covenant or instrument under which any such employee or independent contractor is now obligated.

(d) The Company is not aware that any officer, key employee or group of employees intends to terminate his, her or their employment with the Company, nor does the Company have a present intention to terminate the employment of any officer, key employee or group of employees.

3.16 Agreements; Action.

(a) Except for agreements explicitly contemplated hereby, or in the Related Agreements, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, affiliates, or any affiliate thereof.

(b) Other than as indicated on the Schedule of Exceptions, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve obligations of, or payments to the Company in excess of, _____ or in excess of _____ in the aggregate.

(c) Other than as disclosed on the Schedule of Exceptions, the Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred or guaranteed any indebtedness for money borrowed or incurred any liabilities in excess of _____ in the aggregate (other than indebtedness set forth on the Financial Statements), (iii) made any loans or advances to any person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights other than the sale of its inventory in the ordinary course of business.

(d) The Company is not a party to or bound by any contract, agreement or instrument, or subject to any restriction under the Restated Articles or Bylaws, that materially and adversely affects its business as now conducted, its properties or its financial condition.

(e) The Company is not a guarantor or indemnitor of any indebtedness of any other person or entity.

3.17 Related Party Transactions. The Company is not indebted, directly or indirectly, to any of its shareholders, officers or directors or to their respective affiliates, spouses or children, in any amount whatsoever other than in connection with payments for services rendered and for expenses or advances of expenses incurred in the ordinary course of business or relocation expenses of employees. To the Company's knowledge, none of the Company's shareholders, key employees, officers or directors, or any affiliates thereof or members of their immediate families, are, directly or indirectly, indebted to the Company (other than in connection with purchases of the Company's stock) or have any direct or indirect ownership interest in any entity with which the Company is affiliated or with which the Company has a business relationship, or any entity that competes with the Company, except that officers, directors, key employees and/or shareholders of the Company and their affiliates and family members may own stock in (but not exceeding two percent of the outstanding capital stock of) any publicly traded company that may compete with the Company. To the Company's knowledge, none of the Company's shareholders, key employees, officers or directors or any members of their immediate families are, directly or indirectly, interested in any material contract with the Company (other than such contracts as relate to any such person's ownership of capital stock or other securities of the Company).

3.18 Tax Matters. The Company has filed all federal and _____ income tax returns and reports as required by law. These returns and reports are true and correct in all material respects, provided, however that the Company makes no representation or warranty as to the amount or availability of any net operating loss or other carryovers. The Company has paid all taxes shown to be due on such returns, and has reserved on its books an amount sufficient for all other material taxes due through the date of its most recent financial statements. The Company has not elected pursuant to the Internal Revenue Code of 1986, as amended (the

"Code"), to be treated as a Subchapter S corporation or a collapsible corporation pursuant to Section 1362(a) or Section 341(f) of the Code, nor has it made any other elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that would have a material effect on the business, properties or condition (financial or otherwise) of the Company. None of the Company's tax returns have ever been or are currently being audited by any governmental authorities.

3.19 Insurance. The Company has in full force and effect the insurance policies set forth on Schedule 3.19 of the Schedule of Exceptions.

3.20 Labor Matters. The Company has no collective bargaining agreements with any of its employees. To the Company's knowledge, there is no labor union organizing activity pending or threatened with respect to the Company. No current or prospective employee of the Company has been granted the right to continued employment by the Company or to any material compensation or other benefits following termination of employment with the Company or any change in its control. Each officer and key employee is devoting substantially all of his or her business time to the conduct of the business of the Company.

3.21 Corporate Documents. The Restated Articles and Bylaws of the Company are in the form made available counsel for the Purchasers. The copy of the minute books of the Company made available to the Purchasers' counsel contains true and correct minutes of all meetings of directors (including any committees thereof) and shareholders and all actions by written consent taken without a meeting by the directors and shareholders since the date of incorporation.

3.22 Disclosures. The Company has provided each Investor with all the information reasonably available to it without undue expense that such Investor has requested in connection with such Investor's decision whether to purchase the Shares. To the Company's knowledge, neither this Agreement and the Related Agreements nor any other documents or certificates delivered in connection herewith, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made; *provided however*, that any projections, forecasts and forward-looking statements of the Company ("*Projections*") are based only on estimates (financial or otherwise) and other assumptions (financial or otherwise) that the Company believed to be reasonable as of the date of delivery and there can be no assurance that such Projections will prove accurate or that the actual results (financial or otherwise) achieved by the Company during the periods covered by the Projections will not vary significantly from the projections, forecasts and forward-looking statements, and there can be no assurance that such variations will not result in a material adverse effect on the business, operations and financial conditions of the Company; *provided, however*, that information known to the Company as of the Initial Closing that would be reasonably likely have such a material adverse effect has been disclosed to the Purchasers. The Company makes no representation or warranty as to its future revenues, sales, earnings, expenses or financial results.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASERS.

Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows (*provided that* such representations and warranties do not lessen or obviate the representations and warranties of the Company set forth in this Agreement):

4.1 Requisite Power and Authority. Purchaser has all necessary power and authority to execute and deliver this Agreement and the Related Agreements and to carry out their provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement and the Related Agreements has been taken. Upon their execution and delivery, this Agreement and the Related Agreements will be valid and binding obligations of Purchaser, enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (ii) as limited by general principles of equity that restrict the availability of equitable remedies, and (iii) to the extent that the enforceability of the indemnification provisions of the Investor Rights Agreement may be limited by applicable laws.

4.2 Investment Representations. Purchaser understands that neither the Shares nor the Conversion Shares have been registered under the Securities Act. Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in the Agreement. Purchaser hereby represents and warrants as follows:

(a) Purchaser Bears Economic Risk. Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Purchaser must bear the economic risk of this investment indefinitely unless the Shares (or the Conversion Shares) are registered pursuant to the Securities Act, or an exemption from registration is available. Purchaser understands that the Company has no present intention of registering the Shares, the Conversion Shares or any shares of its Common Stock. Purchaser also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Purchaser to transfer all or any portion of the Shares or the Conversion Shares under the circumstances, in the amounts or at the times Purchaser might propose.

(b) Acquisition for Own Account. Purchaser is acquiring the Shares and the Conversion Shares for Purchaser's own account for investment only, and not with a view towards their distribution.

(c) Purchaser Can Protect Its Interest. Purchaser represents that by reason of its, or of its management's, business or financial experience, Purchaser has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement, and the Related Agreements. Further, Purchaser is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(d) **Accredited Investor.** Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.

(e) **Company Information.** Purchaser has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Purchaser has also had the opportunity to ask questions of and receive answers from, the Company and its management regarding the terms and conditions of this investment.

(f) **Rule 144.** Purchaser acknowledges and agrees that the Shares, and, if issued, the Conversion Shares are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

(g) **Residence.** If Purchaser is an individual, then Purchaser resides in the state or province identified in the address of Purchaser set forth on **Exhibit A**; if Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of Purchaser in which its investment decision was made is located at the address or addresses of Purchaser set forth on **Exhibit A**.

(h) **Foreign Investors.** If Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any government or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Shares. The Company's offer and sale and Purchaser's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Purchaser's jurisdiction.

4.3 Transfer Restrictions. Each Purchaser acknowledges and agrees that the Shares and, if issued, the Conversion Shares are subject to restrictions on transfer as set forth in the Investor Rights Agreement.

5. CONDITIONS TO CLOSING.

5.1 Conditions to Purchasers' Obligations at the Initial Closing. Purchasers' obligations to purchase the Shares at the Initial Closing are subject to the satisfaction, at or prior to the Initial Closing Date, of the following conditions:

(a) **Representations and Warranties True; Performance of Obligations.** The representations and warranties made by the Company in Section 3 hereof shall be true and correct in all material respects as of the Initial Closing Date with the same force and effect as if they had been made as of the Initial Closing Date, and the Company shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Initial Closing.

(b) **Legal Investment.** On the Initial Closing Date, the sale and issuance of the Shares and the proposed issuance of the Conversion Shares shall be legally permitted by all laws and regulations to which Purchasers and the Company are subject.

(c) **Consents, Permits and Waivers.** The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements (including any filing required to comply with the Hart Scott Rodino Antitrust Improvements Act of 1976, and except for such as may be properly obtained subsequent to the Initial Closing).

(d) **Filing of Restated Articles.** The Restated Articles shall have been filed with the Secretary of State of the State of _____ and shall continue to be in full force and effect as of the Initial Closing Date.

(e) [Omitted]

(f) **Reservation of Conversion Shares.** The Conversion Shares issuable upon conversion of the Shares shall have been duly authorized and reserved for issuance upon such conversion.

(g) **Compliance Certificate.** The Company shall have delivered to Purchasers a Compliance Certificate, executed by the President of the Company, dated the Initial Closing Date, to the effect that the conditions specified in subsections (a), (c), (d) and (f) of this Section 5.1 have been satisfied.

(h) **Secretary's Certificate.** Purchasers shall have received from the Company's Secretary a certificate having attached thereto (i) the Restated Articles as in effect at the time of the Initial Closing, (ii) the Company's Bylaws as in effect at the time of the Initial Closing, (iii) resolutions approved by the Board of Directors authorizing the transactions contemplated hereby and (iv) resolutions approved by the Company's shareholders authorizing the filing of the Restated Articles.

(i) **Investor Rights Agreement.** The Investor Rights Agreement substantially in the form attached hereto as Exhibit C shall have been executed and delivered by a sufficient number of parties thereto to amend and restate that certain Fifth Amended and Restated Investor Rights Agreement, dated as of March 9, 2011 by and among the Company and the investors listed on Exhibit A thereto.

(j) **Voting Agreement.** The Voting Agreement substantially in the form attached hereto as Exhibit D shall have been executed and delivered by a sufficient number of parties thereto to amend and restate that certain Third Amended and Restated Voting

Agreement, dated as of March 9, 2011 by and among the Company and the parties listed on Exhibit A and Exhibit B thereto.

(k) **First Refusal Agreement.** The First Refusal Agreement substantially in the form attached hereto as Exhibit E shall have been executed and delivered by a sufficient number of parties thereto to amend and restate that certain Second Amended and Restated Right of First Refusal Agreement, dated as of March 9, 2011 by and among the Company and the parties listed on Exhibit A thereto.

(l) **Legal Opinion.** Purchasers shall have received from legal counsel to the Company an opinion addressed to them, dated as of the Initial Closing Date, in substantially the form attached hereto as Exhibit F.

(m) [Omitted]

(n) [Omitted]

(o) **Blue Sky.** The Company shall have obtained all necessary "blue sky" permits and qualifications required by any state for the offer and sale of the Shares and the Common Stock issuable upon conversion thereof, or shall have the availability of exemptions therefrom.

(p) **Board of Directors.** Upon the Initial Closing, the authorized size of the Board of Directors of the Company shall be six members and the Board shall consist of _____, with one vacancy.

5.2 Conditions to Obligations of the Company. The Company's obligation to issue and sell the Shares at each Closing is subject to the satisfaction, on or prior to such Closing, of the following conditions:

(a) **Representations and Warranties True.** The representations and warranties in Section 4 made by those Purchasers acquiring Shares hereof shall be true and correct in all material respects at the date of such Closing, with the same force and effect as if they had been made on and as of said date.

(b) **Performance of Obligations.** Such Purchasers shall have performed and complied with all agreements and conditions herein required to be performed or complied with by such Purchasers on or before such Closing.

(c) **Investor Rights Agreement.** The Investor Rights Agreement substantially in the form attached hereto as Exhibit C shall have been executed and delivered by Purchasers.

(d) **Voting Agreement.** The Voting Agreement substantially in the form attached hereto as Exhibit D shall have been executed and delivered by the parties thereto.

(e) **First Refusal Agreement.** The First Refusal Agreement substantially in the form attached hereto as **Exhibit E** shall have been executed and delivered by the parties thereto.

(f) **Consents, Permits and Waivers.** The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Related Agreements (including any filing required to comply with the Hart Scott Rodino Antitrust Improvements Act of 1976, and except for such as may be properly obtained subsequent to such Closing).

6. MISCELLANEOUS.

6.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of . in all respects as such laws are applied to agreements among residents entered into and performed entirely within . 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

6.2 Survival. The representations, warranties, covenants and agreements made herein shall survive the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument. The representations, warranties, covenants and obligations of the Company, and the rights and remedies that may be exercised by the Purchasers, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, any of the Purchasers or any of their representatives.

6.3 Successors and Assigns. Except as otherwise expressly provided herein, 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 shall inure to the benefit of and be enforceable by each person who shall be a holder of the Shares from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of any Shares specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such Shares in its records as the absolute owner and holder of such Shares for all purposes.

6.4 Entire Agreement. This Agreement, the exhibits and schedules hereto, the Related Agreements and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof 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 the Agreement and the Related Agreements.

6.5 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.

6.6 Amendment and Waiver.

(a) This Agreement may be amended or modified only upon the written consent of the Company and holders of a majority of the then outstanding Shares (treated as if converted and including any Conversion Shares into which the then outstanding Shares have been converted that have not been sold to the public).

(b) The obligations of the Company and the rights of the holders of the Shares and the Conversion Shares under the Agreement may be waived only with the written consent of the holders of a majority of the then outstanding Shares (treated as if converted and including any Conversion Shares into which the then outstanding Shares have been converted that have not been sold to the public).

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

6.8 Waiver of Conflicts. Each party to this Agreement acknowledges that _____, outside general counsel to the Company, may have in the past performed and is or may now or in the future represent one or more Purchasers or their affiliates in matters unrelated to the transactions contemplated by this Agreement (the "*Financing*"), including representation of such Purchasers or their affiliates in matters of a similar nature to the Financing. The applicable rules of professional conduct require that _____ inform the parties hereunder of this representation and obtain their consent. _____ has served as outside general counsel to the Company and has negotiated the terms of the Financing solely on behalf of the Company. The Company and each Purchaser hereby (i) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (ii) acknowledge that with respect to the Financing, _____ has represented solely the Company, and not any Purchaser or any shareholder, director or employee of the Company or any

Purchaser; and (iii) gives its informed consent to Financing.

representation of the Company in the

6.9 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address as set forth on the signature page hereof and to Purchaser at the address set forth on **Exhibit A** attached hereto or at such other address or electronic mail address as the Company or Purchaser may designate by ten (10) days advance written notice to the other parties hereto.

6.10 Expenses. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the Agreement; *provided, however,* that the Company shall, at the Initial Closing, reimburse the reasonable fees and expenses, including the fees and expenses of

whether incurred in connection with this Agreement and the transactions contemplated hereby or the secondary purchase of shares of the Company related hereto, not to exceed in the aggregate.

6.11 Attorneys' 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.

6.12 Titles 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.

6.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6.14 Broker's Fees. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this Section 6.14 being untrue.

6.15 Exculpation Among Purchasers. Each Purchaser acknowledges that it is not relying upon any person, firm, or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. Each Purchaser agrees

that no Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the Shares and Conversion Shares.

6.16 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

6.17 Corporate Securities Law. THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE _____ OF THE STATE OF _____ AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION OR IN THE ABSENCE OF AN EXEMPTION FROM SUCH QUALIFICATION IS UNLAWFUL. PRIOR TO ACCEPTANCE OF SUCH CONSIDERATION BY THE COMPANY, THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION FROM SUCH QUALIFICATION BEING AVAILABLE.

[SIGNATURE PAGES FOLLOW]