

**WAIVER OF NOTICE AND PARTICIPATION RIGHTS
INVESTOR RIGHTS AGREEMENT**

May 23 2012

WHEREAS, ALIPHCOM, a California corporation (the "*Company*"), and the undersigned shareholders (the "*Investors*") are parties to that certain Sixth Amended and Restated Investor Rights Agreement, dated as of June 16, 2011, by and among the Company and the Investors listed on Exhibit A thereto, as it may be amended from time to time (the "*IRA*");

WHEREAS, the Company intends to sell up to an aggregate of 3,780,700 shares of the Company's Common Stock (the "*Sales*") at a price of \$3.96752 per share;

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

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

AGREEMENT

NOW, THEREFORE, the undersigned hereby agree as follows:

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

2. **Specific Waiver; Full Force and Effect.** The foregoing waivers shall not constitute a general waiver of the Notice Rights and the Right of First Refusal contained in the IRA. All other provisions of the IRA shall remain in full force and effect.

3. **Governing Law.** This Waiver of Notice and Right of First Refusal shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California, without giving effect to conflicts of laws principles.

4. **Counterparts.** This Waiver of Notice and Right of First Refusal may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[Signature Pages Follow]

The undersigned have executed this **WAIVER OF NOTICE AND RIGHT OF FIRST REFUSAL** as of the date first written above.

COMPANY:

ALIPHCOM

A handwritten signature in black ink, appearing to read 'HSP', is written over a horizontal line.

By: Hosain Rahman
Chief Executive Officer

The undersigned have executed this **WAIVER OF NOTICE AND RIGHT OF FIRST REFUSAL** as of the date first written above.

**INVESTORS:
522 FIFTH AVENUE FUND, L.P.**

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

By: 
Name: Erard Fraise
Its: Executive Director
5/21/2012

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

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

By: 
Name: Erard Fraise
Its: Executive Director
5/21/2012

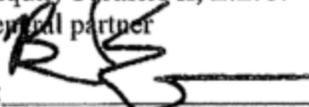
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INVESTORS:

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

Signature:  _____

Print Name: Ben Horowitz

Title: Managing Member

AH ANNEX FUND, L.P.

By: AH Equity Partners II, L.L.C.
Its general partner

By:  _____

Name: Ben Horowitz

Title: Member

AH CAPITAL MANAGEMENT, LLC

By:  _____

Name: Ben Horowitz

Title: Member

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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: Roelof Botha

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: Roelof Botha

Print Name: Roelof Botha

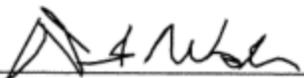
Title: Managing Director

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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: David Weiden

Title: Member