

ALIPHCOM

FOURTH AMENDED AND RESTATED VOTING AGREEMENT

THIS FOURTH AMENDED AND RESTATED VOTING AGREEMENT (the “*Agreement*”) is made and entered into as of this 16th day of June, 2011, 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*”).

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, certain of the Investors are purchasing shares of the Company’s Series 5 Preferred Stock (the “*Series 5 Preferred Stock*”), pursuant to that certain Series 5 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*”), the Series 2 Preferred Stock (the “*Series 2 Preferred Stock*”), the Series 3 Preferred Stock (the “*Series 3 Preferred Stock*”) and/or Series 4 Preferred Stock (the “*Series 4 Preferred Stock*,” the Series 1 Preferred Stock, Series 2 Preferred Stock, Series 3 Preferred Stock, Series 4 Preferred Stock and Series 5 Preferred Stock shall be referred to herein collectively as the “*Preferred Stock*”);

WHEREAS, the Prior Investors are parties to the certain Third Amended and Restated Voting Agreement dated March 9, 2011, 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, and (e) 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, 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.

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:

(a) 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(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 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(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 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(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 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(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 Key Holder and Investor agrees to vote its Key Holder Shares and Investor Shares for the removal of such director.

(e) 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 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 seat shall initially be vacant. Any vote taken to remove a 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).

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 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.

1.5 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.

1.6 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.

1.7 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 (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 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 1.7(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 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 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) 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 (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 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); and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of capital stock, 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 1.7(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 1.7.

1.8 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 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 1.8 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, (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) AH, so long as such party is entitled to designate a director pursuant to Section 1.2(a); (viii) Sequoia, so long as such party is entitled to designate a director pursuant to Section 1.2(b); (ix) Khosla, so long as such party is entitled to designate a director pursuant to Section 1.2(c); (x) the written consent of Hosain Rahman, so long as such party is entitled to designate a director pursuant to Section 1.2(d)(i); and (xi) the written consent of Alexander Asseily, so long as such party is entitled to designate a director pursuant to Section 1.2(d)(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, (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, and (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), 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 AH shall be required for any amendment or waiver of Section 1.2(a), (i) the written consent of Sequoia shall be required for any amendment or waiver of Section 1.2(b), (ii) the written consent of Khosla shall be required for any amendment or waiver of Section 1.2(c), (iii) the written consent of Hosain Rahman shall be required for any amendment or waiver of Section 1.2(d)(i), and (iv) the written consent of Alexander Asseily shall be required for any amendment or waiver of Section 1.2(d)(ii). Notwithstanding the foregoing, 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.

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.

[Signature Pages Follow]

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

COMPANY:

ALIPHCOM, a California Corporation

By: H.S.R
Hosain Rahman
President and Chief Executive Officer

99 Rhode Island Street, 3rd Floor,
San Francisco, California 94103

KEY HOLDERS:

Alexander Asseily

H.S.R
Hosain Rahman

Gregory Burnett

Richard Drysdale
Richard Drysdale

Nicolas Petit

Rob Levine
Rob Levine

Jeremiah Robinson

Michael Tamaru
Michael Tamaru

VOTING AGREEMENT
SIGNATURE PAGE

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

COMPANY:

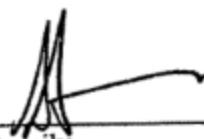
ALIPHCOM, a California Corporation

By: _____

Hosain Rahman
President and Chief Executive Officer

99 Rhode Island Street, 3rd Floor,
San Francisco, California 94103

KEY HOLDERS:



Alexander Asseily

Hosain Rahman

Gregory Burnett

Richard Drysdale

Nicolas Petit

Rob Levine

Jeremiah Robinson

Michael Tamaru

**VOTING AGREEMENT
SIGNATURE PAGE**

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

COMPANY:

ALIPHCOM, a California Corporation

By: H.S.R
Hosain Rahman
President and Chief Executive Officer

99 Rhode Island Street, 3rd Floor,
San Francisco, California 94103

KEY HOLDERS:

Alexander Asseily

H.S.R
Hosain Rahman

Gregory Burnett

Richard Drysdale
Richard Drysdale

Nicolas Petit

Rob Levine
Rob Levine

Jeremiah Robinson

Michael Tamaru
Michael Tamaru

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President and Chief Executive Officer

99 Rhode Island Street, 3rd Floor,
San Francisco, California 94103

KEY HOLDERS:

Alexander Asseily

H.S.R
Hosain Rahman

G.B.
Gregory Burnett

R.D.
Richard Drysdale

N.P.
Nicolas Petit

R.L.
Rob Levine

J.R.
Jeremiah Robinson

M.T.
Michael Tamaru

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Gregory Burnett

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By: H.S.RC

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President and Chief Executive Officer

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San Francisco, California 94103

KEY HOLDERS:

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Hosain Rahman

Gregory Burnett

Richard Drysdale

Nicolas Petit

Rob Levine

Jeremiah Robinson

Michael Tamaru

VOTING AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FOURTH 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: Lawrence Uren
Name: Lawrence Uren
Its: Managing Director

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

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

By: Lawrence Uren
Name: Lawrence Uren
Its: Managing Director

**VOTING AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this FOURTH 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

By: *BS*
Name: *Ben Horowitz*
Title: Managing Member

AH ANNEX FUND, L.P.

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

By: *BS*
Name: *Ben Horowitz*
Title: Member

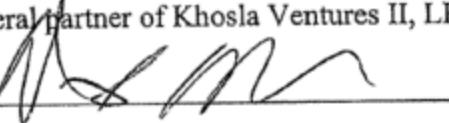
IN WITNESS WHEREOF, the parties hereto have executed this FOURTH AMENDED AND RESTATED VOTING AGREEMENT as of the date first above written.

INVESTORS:

KHOSLA VENTURES II, LP

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

By



Name: *David Weiden*

Title: Member

VOTING AGREEMENT
SIGNATURE PAGE

EFTA_R1_02058539
EFTA02698257

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

INVESTORS:

SEQUOIA CAPITAL GROWTH FUND III
SEQUOIA CAPITAL GROWTH PARTNERS III
SEQUOIA CAPITAL GROWTH III PRINCIPALS FUND

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

By: *PF Roth*
Managing Member

**VOTING AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this **FOURTH 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

By: *PR*
Managing Member

**VOTING AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this **FOURTH AMENDED AND RESTATED VOTING AGREEMENT** dated June 16, 2011, as of December 7, 2011.

COMPANY:

ALIPHCOM, a California Corporation

Signature: H.S. RL

Print Name: Hosain S. Rahman

Title: CEO

Address: 99 Rhode Island Street
3rd Floor
San Francisco, CA 94103

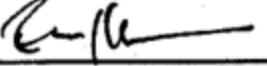
**VOTING AGREEMENT
SIGNATURE PAGE**

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EFTA02698260

IN WITNESS WHEREOF, the parties hereto have executed this **FOURTH AMENDED AND RESTATED VOTING AGREEMENT** dated June 16, 2011, as of December 7, 2011.

INVESTORS:

KPCB Holdings, Inc., as nominee

By: 
Name: ERIC KELLER
Title: PRESIDENT

**VOTING AGREEMENT
SIGNATURE PAGE**

The foregoing **FOURTH AMENDED AND RESTATED VOTING AGREEMENT** dated as of June 16, 2011 is hereby executed as of December 1, 2011.

INVESTORS:

APOLETT LTD

By: _____

Name: Sean Hogan

Title: Director

**VOTING AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this **FOURTH AMENDED AND RESTATED VOTING AGREEMENT** dated June 16, 2011, as of December , 2011.

COMPANY:

ALIPHCOM, a California Corporation

Signature: H.S. M

Print Name: Hosain Rahman

Title: CEO

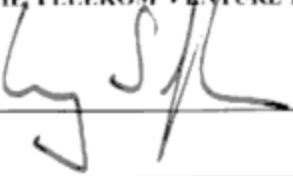
Address: 99 Rhode Island Street
3rd Floor
San Francisco, CA 94103

**VOTING AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this **FOURTH AMENDED AND RESTATED VOTING AGREEMENT** dated June 16, 2011, as of December 12, 2011.

INVESTORS:

DEUTSCHE TELEKOM VENTURE FUNDS GMBH

By: 



Name: 

Dr. Georg Schwegler
Title Managing Director

Hansjörg Baur
Fund Manager

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

1222102 v4/SF

EFTA_R1_02058547
EFTA02698265

EXHIBIT B

LIST OF INVESTORS

[New Investor Contact Information]

Khosla Ventures II, LP
Attn: Kim Totah
3000 Sand Hill Road
Building Three, Suite 170
Menlo Park, CA 94025

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Attn: Liliane Schenker
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Zurich, 8021
Switzerland

Multitrading International Ltd.
c/o George Asseily
13 Addison Road
London W14 8DJ
United Kingdom

Nirala I.O.M.
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Attn: Mr. Jasvinder Minhas

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Mayfield XI Qualified
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Menlo Park, CA 94025

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Robert L. Burch
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King of Prussia, PA 19406

Crofters Trading Limited
c/o Jasim Homaizi Trading Establishment
P.O. Box 64012
Shuwaikh B70451 Kuwait

GC&H Investments, LLC
101 California, 5th Floor
San Francisco, CA 94111-5800
Fax: (415) 693-2222
Attn: John Cardoza

EXHIBIT B VOTING AGREEMENT

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c/o Russell Holdstein
Two Buckeye Way
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c/o George Asseily
13 Addison Road
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United Kingdom

jCapital Limited
c/o James Ellwood of Cains Gordon Bell
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Ramsey, Isle of Man IM8
1AF

Nauman Ahmed Khan
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Palo Alto, CA 94301

Khuri Investments
c/o B. Pierre T. Khuri-Yakub
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Palo Alto, CA 94306

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Dennis T. Rice
c/o Howard Rice
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San Francisco, CA 94111

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Trustees UTD 3/11/91
2162 Coffee Lane
Sebastopol, CA 95472

Thorner Ventures
c/o Tom Thorner
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Larkspur, CA 94977

Robert R. Tufts and Joyce A. Tufts,
Trustees U/A, dated 9/18/87
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San Francisco, CA 94104
Fax: (415) 705-5301

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United Kingdom

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United Kingdom

Howard Rice Investment Fund 08
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EXHIBIT B
VOTING AGREEMENT

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G/K Turnbull Trust dated 8/5/91 2111 Newell Road Palo Alto, CA 94303	Sequoia Technology Partners XII 3000 Sand Hill Road Building 4, Suite 180 Menlo Park, CA 94025
Peter and Georgiana Wardle 1993 Trust c/o Peter Wardle 652 Sausalito Blvd Sausalito, CA 94965	Sequoia Capital XII Principals Fund 3000 Sand Hill Road Building 4, Suite 180 Menlo Park, CA 94025
Edward Asseily 98 The Avenue London NW6 7NN United Kingdom	Hilltop Family Partnership, L.P. 3000 Sand Hill Road Building 4, Suite 180 Menlo Park, CA 94025
The Hudson Partnership, L.P. c/o Spencer Davidson 450 Lexington Avenue, 33rd Floor New York, NY 10017	Austin Hearst 209 Hommocks Road Larchmont, NY 10538
Rhode Island InvestTec Solutions LLC Pierson House 18/20 North Quay Douglas Isle of Man IM99 1NR British Isles	Atomico Investment Holdings Limited c/o Guardian Trust Company Limited, 15 Boulevard Helvetique, 1207 Geneva - Switzerland
Austin Hearst 209 Hommocks Road Larchmont, NY 10538	Horowitz Family Trust 926 Lundy Lane Los Altos, CA 94024
Salma Rahman 330 Elan Village Lane #312 San Jose, CA 95134	John and Kathleen Williams 4008 Highwood Ct, NW Washington, DC 20007
Dafne Engstrom 2171 Jackson St. San Francisco, CA 94115	The Board of Trustees of the Leland Stanford Junior University (SEVF II) c/o Jin Gu / Martina Poquet Investment Associate Stanford Management Company 2770 Sand Hill Road Menlo Park, CA 94025

EXHIBIT B
VOTING AGREEMENT

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Club De Developpement PPR
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Thomas Jepsen
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London, England SW218AD

Anaconda Capital, LP
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New York, NY 10021

EXHIBIT B
VOTING AGREEMENT

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UTD 3/11/91
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Menlo Park, CA 94025

Sequoia Capital Growth Partners III
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Building 4, Suite 180
Menlo Park, CA 94025

Sequoia Capital Growth III Principals Fund
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Menlo Park, CA 94025

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Menlo Park, California 94025

AH Capital Management, LLC
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Menlo Park, California 94025

Redbrick Investment Company, LLC
475 Alberto Way #110
Los Gatos, CA 95032

J.P. Morgan Digital Growth Fund, L.P.
c/o JP Morgan Investment Management,
Inc.
270 Park Avenue, 25th Floor
New York, New York 10017
Attn: Evrard J. Fraise
Jarrod R. Fong

522 Fifth Avenue Fund, L.P.
c/o JP Morgan Investment Management,
Inc.
270 Park Avenue, 25th Floor
New York, New York 10017
Attn: Evrard J. Fraise
Jarrod R. Fong

KPCB Holdings, Inc., as nominee
c/o Kleiner Perkins Caufield & Byers
2750 Sand Hill Road
Menlo Park, CA 94025

Apoletto Limited
[address]

Deutsche Telekom Venture Funds GmbH
Gotenstrasse 156
53175 Bonn, Germany
Attention: Georg Schwegler

EXHIBIT B
VOTING AGREEMENT

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