

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_  
Commission File Number 001-36680

**HubSpot, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

20-2632791

(I.R.S. Employer  
Identification No.)

25 First Street, 2nd Floor  
Cambridge, Massachusetts, 02141  
(Address of principal executive offices)

(888) 482-7768

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Name of each exchange on which registered

Common Stock, par value \$0.001 per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES  NO

Indicate by check mark whether the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES  NO

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data file required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES  NO

The aggregate market value of common stock held by non-affiliates of the registrant, based on the closing price of the registrant's common stock on June 30, 2015, as reported by the New York Stock Exchange on such date was approximately \$1,049,025,000. Shares of the registrant's common stock held by each executive officer, director and holder of 5% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

On February 12, 2016, the registrant had 34,707,673 shares of common stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for its 2016 Annual Meeting of Stockholders are incorporated by reference in Part III of this Annual Report on Form 10-K. Such Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates. Except with respect to information specifically incorporated by reference in this Form 10-K, the Proxy Statement is not deemed to be filed as part of this Form 10-K.

**HUBSPOT, INC.**  
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## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the federal securities laws, and these statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this Annual Report on Form 10-K include, but are not limited to, statements about:

- our future financial performance, including our expectations regarding our revenue, cost of revenue, gross margin and operating expenses;
- maintaining and expanding our customer base and increasing our average subscription revenue per customer;
- the impact of competition in our industry and innovation by our competitors;
- our anticipated growth and expectations regarding our ability to manage our future growth;
- our predictions about industry and market trends;
- our ability to anticipate and address the evolution of technology and the technological needs of our customers, to roll-out upgrades to our existing software platform and to develop new and enhanced applications to meet the needs of our customers;
- our ability to maintain our brand and inbound marketing thought leadership position;
- the impact of our corporate culture and our ability to attract, hire and retain necessary qualified employees to expand our operations;
- the anticipated effect on our business of litigation to which we are or may become a party;
- our ability to successfully acquire and integrate companies and assets; and
- our ability to stay abreast of new or modified laws and regulations that currently apply or become applicable to our business both in the United States and internationally.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Annual Report on Form 10-K.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report on Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in “Risk Factors” and elsewhere in this Annual Report on Form 10-K. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Annual Report on Form 10-K. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this Annual Report on Form 10-K relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Annual Report on Form 10-K to reflect events or circumstances after the date of this Annual Report on Form 10-K or to reflect new information or the occurrence of unanticipated events, except as required by law.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

## ITEM I. BUSINESS

### Overview

We provide a cloud-based marketing and sales software platform that enables businesses to deliver an inbound experience. An inbound marketing and sales experience attracts, engages and delights customers by being more relevant, more helpful, more personalized and less interruptive than traditional marketing and sales tactics. Our software platform features integrated applications to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers and delight customers so that they become promoters of those businesses. These integrated applications include social media, search engine optimization, blogging, website content management, marketing automation, email, CRM, analytics and reporting.

People have transformed how they consume information, research products and services, make purchasing decisions and share their views and experiences. Today, customers are blocking out the tactics from the traditional marketing and sales playbook, such as cold calls, unsolicited emails and disruptive advertisements. Customers are taking more control of the purchasing process by using technology, including search engines and social media, to research products and services. Despite this transformation, most businesses are using an outdated marketing and sales playbook that is essentially the same today as it was 10 years ago. To compete effectively, we believe businesses need to deliver an inbound experience by adopting new strategies and technologies to attract, engage and delight customers.

We designed our all-in-one platform from the ground up to enable businesses to provide an inbound experience to their prospects and customers. At the core of our platform is a single inbound database for each business that captures its customer activity throughout the customer lifecycle. Our platform uses our centralized inbound database to empower businesses to create more personalized interactions with customers, such as personalized emails, personalized social media alerts, personalized websites and targeted alerts for sales people. We provide a comprehensive set of integrated applications on our platform, which offers businesses ease of use, power and simplicity. We designed and built our platform to serve a large number of customers of any size with demanding use cases.

While our platform can scale to the enterprise, we focus on selling to mid-market businesses, which we define as businesses that have between 10 and 2,000 employees, because we believe we have significant competitive advantages attracting and serving them. We efficiently reach these businesses at scale through our proven inbound go-to-market approach and more than 2,900 marketing agency partners worldwide. Our platform is particularly suited to serving the needs of mid-market B2B companies. These mid-market businesses seek an integrated, easy to implement and easy to use solution to reach customers and compete with organizations that have larger marketing and sales budgets. As of December 31, 2015, we had 18,116 customers of varying sizes in more than 90 countries, representing almost every industry.

We have a leading brand in the cloud-based inbound marketing and sales software industry. Our brand recognition comes from our thought leadership, including our blogs, which attract more than 2.5 million visits each month, and our commitment to innovation. Our founders, Brian Halligan and Dharmesh Shah, wrote the best-selling marketing book *Inbound Marketing: Get Found Using Google, Social Media and Blogs*. We also have one of the largest social media followings in our industry and our INBOUND conference is one of the largest inbound industry events, with over 14,000 registered attendees in 2015.

We sell our platform on a subscription basis. Our total revenue increased to \$181.9 million in 2015, from \$115.9 million in 2014, and from \$77.6 million in 2013, representing year-over-year increases of 57% in 2015 and 49% in 2014. We had net losses of \$46.1 million in 2015, \$48.2 million in 2014, and \$34.3 million in 2013.

### Industry Background

#### *People Have Changed How They Interact with Businesses*

We believe an effective way to illustrate how people have transformed the way they consume information, research products and services, make purchasing decisions and share their views and experiences is by describing two hypothetical people—Traditional Ted and Modern Meghan.

Traditional Ted is an executive at a 300 person company in 2005. He keeps up to date on his industry by attending trade shows and reading the monthly industry print publication, often scanning the ads to see the vendors' new products. He gets a fair amount of unsolicited emails from salespeople and marketers and sees an increasing number of ads on websites he visits. He also takes sales calls from vendors to stay current on industry developments. Ted opens his mail daily, and when his phone rings, he answers it because it is a critical communication tool. When Ted is looking for a new vendor, he will try to recall the ads he has seen recently or go through the brochures he has been mailed which he keeps in a file in his desk. If Ted is frustrated with a vendor, he calls the vendor and tells a couple of his colleagues about his bad experience. To relax, Ted watches TV and reads the newspaper, both of which contain advertisements.

Modern Meghan is an executive at a 300 person company in 2015. She keeps up to date on her industry by reading a number of industry blogs, following key companies and influencers on Twitter and LinkedIn and listening to podcasts in her car during her commute. She has an ad blocker running in her web browser and an email filter to block out unwanted messages. She rarely checks her mail because it is mostly "junk." Meghan does not have a landline phone because "only salespeople call me there," and she never answers her smartphone unless she recognizes the number. Meghan spends much more time on her phone using apps and the web than she does talking on it. If she is looking for a vendor for something her company needs, she starts by searching on Google and then asking her peers in her LinkedIn network about their experiences with different vendors. She does not even bother to talk to any of the vendor's salespeople until she has narrowed the list and has already completed most of her decision-making process. When Meghan has trouble with one of her vendors, she contacts the vendor, but if she is not satisfied with the response, she sometimes writes a negative review online and posts a link to it on Twitter. In her free time, Meghan relaxes by watching TV shows she has previously recorded on her DVR so she can fast forward through the commercials.

We believe all of us are becoming more like Modern Meghan and less like Traditional Ted. Yet, most businesses are still doing marketing, sales and service as if everyone is like Ted. To be effective today, businesses need to transform to attract, engage and delight customers like Meghan.

### ***The Traditional Business Playbook is Broken***

Traditionally, most businesses have followed the same marketing and sales playbook to generate leads, close sales and provide support to their customers. Today, however, customers are increasingly selecting their own communication channels and expecting personalized experiences. They are blocking out traditional marketing and sales tactics, such as cold calls, unsolicited emails and disruptive advertisements, and instead, they are using search engines and social media to research products and services before they contact a vendor. Customers are increasingly taking more control of the purchasing process and influencing the purchasing behavior of others.

***Customers are blocking out traditional marketing and sales tactics***. Customers are ignoring traditional marketing and sales tactics, often by using technology to block them out. For example:

- There are approximately 223 million phone numbers that have been placed on the U.S. Do Not Call registry.
- 91% of people have unsubscribed from email marketing lists.
- Email services and spam filters are increasingly enabling customers to filter out and de-prioritize promotional messages.
- 68% of people who record TV content do so to skip advertisements, according to a Motorola Mobility study based on data collected in December 2012.
- Online advertising has limited engagement. According to DoubleClick, as of November 2015, overall 3-month average industry click-through rates on display ads is only 0.2%.

***Customers are taking control of the purchasing process***. Customers can now get the information they need on their own terms. Using search engines, social media and websites, customers can research vendors and actively seek recommendations from members of their social networks. As a result, customers no longer need to talk to a salesperson until they have completed most of their purchasing decision. This limits the amount of influence businesses can have on purchase decisions when using the traditional business playbook.

**Customers are influencing the purchasing behaviors of others.** Customers are relying less on the promotional material from businesses and instead using online reviews and input from other purchasers to make their purchasing decision. Such social behavior is self-reinforcing: social buyers themselves are social sellers who influence others' purchasing decisions. According to a survey conducted by Dimensional Research in 2013, 88% of respondents said that online reviews influenced their buying decisions.

### **Businesses Need a New Playbook—The Inbound Experience**

Businesses need a more effective way to attract, engage and delight customers who have access to an abundance of information and an ability to block traditional marketing and sales tactics. To do this, businesses need to deliver an inbound experience, which enables them to be more helpful, more relevant and less interruptive to their customers.

To deliver an inbound experience, businesses need to transform how they market, sell and serve customers.

- **Marketing** : Businesses need to attract potential customers by maximizing search engine rankings, having an engaging social media presence, and creating and distributing useful and relevant content. Businesses need to personalize their customer interactions on websites, in social media and in emails to engage customers.
- **Sales** : Businesses need to build relationships with potential customers and become their trusted advisors. They must learn about and react to the signals being sent by customers through websites, social media and emails, to provide personalized and helpful responses.
- **Service** : Businesses need to delight their customers and inspire them to become vocal promoters by exceeding their expectations. Every customer has a stronger, more public voice today through blogs and social media, underscoring the importance of positive reviews and referrals in building a quality brand.

### **Existing Applications are Not Adequate for an Integrated Inbound Experience**

Today, businesses often use a variety of point applications for their marketing and sales efforts, including advertising, marketing automation, content management, blogging, social media management, analytics, sales management and CRM. Most of these point applications were not designed to deliver an inbound experience. Typically, they do not provide a central view of all customer interactions across channels, are difficult and expensive to implement and use together, and make it hard to measure results. We believe that these existing point applications were not designed with the platform, architecture and functionality necessary to deliver a seamless integrated inbound experience.

**Not Designed for an Inbound Experience.** Traditional marketing applications rely on advertising and cold calling for lead generation instead of inbound methods. These applications are not designed to personalize and optimize every interaction with customers on websites, in social media and by email across devices, and do not typically allow sales and service teams to see the signals their prospects are sending in real time.

**No Centralized Inbound Database of Customer Interactions.** Businesses typically need to use one point application for website content management, a different point application for blogging, another point application for social media management, another point application for email and marketing automation, another point application for content personalization, another point application for analytics, another point application for sales management and CRM, and yet another point application to alert salespeople of key customer signals in real time. This disparate collection of point applications makes it difficult to get a 360-degree view of a customer's interactions and use that data to provide a better customer experience and drive a more effective marketing and sales process. In addition, existing point applications are typically not designed to manage, process and analyze all of the customer data created by these various touchpoints because they use older technologies, not big data technologies such as HBase and Hadoop that are designed for massive scale.

**Difficult and Expensive to Implement and Use.** Using a collection of disparate point applications means a separate implementation process for each. Often businesses will need to use outside consultants or hire new employees with specific technical expertise to implement and use these different applications, resulting in significant additional costs. This collection of disparate point applications also requires that businesses manage a variety of different log-ins and user interfaces, as well as get support from different vendors, often just to do something the business sees as one process, such as running a marketing campaign. While ease of implementation and use are important for businesses of all sizes, they are critical for mid-market businesses.

**Hard to Measure Results.** Because all the customer touchpoints through the marketing, sales and service processes are typically stored in different disconnected point applications, it is very difficult to get a 360-degree view of a customer's interactions and measure the effectiveness of marketing and sales programs. Businesses will often purchase yet another application to try to measure results across their multiple applications, adding even more expense and complexity to an already complex collection of different point applications.

## Market Opportunity

We believe there is a large market opportunity created by the fundamental transformation in marketing and sales. Businesses of nearly all sizes and in nearly all industries can benefit from delivering an inbound experience to attract, engage and delight their customers. We focus on selling our platform to mid-market businesses. As of December 31, 2015, we had 18,116 customers, and our average subscription revenue per customer for the year ended December 31, 2015 was \$10,419. According to AMI Partners, in 2014, there were 1.6 million of these mid-market businesses with a website presence in the United States and Canada and 1.4 million in Europe. According to a January 2014 study by Mintigo of 186,500 U.S.-based B2B companies of varying sizes, only 3% of those companies had implemented any of the most common marketing automation applications.

We believe our platform addresses several segments of existing marketing, sales and services software and that spending in each of these segments will increasingly shift to platforms that enable an inbound experience. According to a May 2014 report by IDC, worldwide spending on CRM applications, including marketing automation, sales automation, customer service and contact center, is expected to grow to \$31.7 billion in 2018.

## Advantages of Our Solution

We provide a cloud-based, all-in-one inbound marketing and sales software platform that helps businesses attract, engage and delight customers throughout the customer lifecycle. Our platform features a central inbound database of customer interactions and integrated applications to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers and delight customers so they become promoters of those businesses.

**Designed for an Inbound Experience.** Our platform was architected from the ground up to enable businesses to transform their marketing and sales playbook to meet the demands of today's customers. Our platform includes integrated applications to help businesses efficiently attract more customers through search engine optimization, social media, blogging and other useful content. In addition, our platform is designed to help businesses personalize and optimize interactions with their customers through websites, landing pages, social media and emails, and across devices.

**Ease of Use of All-In-One Platform.** We provide a set of integrated applications on a common platform, which offers businesses ease of use and simplicity. Our platform has one login, one user interface, one inbound database and one number to call for support: 888-HUBSPOT. Our platform is designed to be used by people without technical training, does not require an expert or technical system administrator and was built to make it easy to get started. Because of its ease of use and integration, our platform enables businesses to focus on attracting, engaging and delighting customers, instead of spending time and money coordinating their marketing and sales efforts across multiple point applications.

**Power of All-In-One Platform.** At the core of our platform is a single inbound database for each business that captures its customer activity throughout the customer lifecycle. For example, our platform creates a unified timeline incorporating all the interactions with a particular person. If a business's customer visits its website, comments on its blog, opens an email it sent, interacts with the business on Twitter, watches one of its videos, fills out a form, or is marked as a sales opportunity by its salesperson, all of that activity is centrally managed and presented on the timeline for that contact and is available for use across our applications. Our platform also makes it easy to use the customer data to empower more personalized interactions with the customer, such as personalized social media alerts, personalized content on a business's website, personalized emails and targeted alerts to its sales people.

**Clear ROI for Customers.** Our platform delivers proven and measurable results for our customers. Our customers often experience significant increases in the volume of traffic to their websites, the volume of inbound leads and the rate of converting leads into customers.

**Scalability.** Our platform was designed and built to serve a large number of customers of any size and with demanding use cases. Our platform currently processes billions of data points each week, and we use leading global cloud infrastructure providers and our own automation technology to dynamically allocate capacity to handle processing workloads of all sizes. We have built our platform on modern technologies, including HBase and Hadoop, which we believe are more scalable than traditional database technologies. Our scalability gives us flexibility for future growth and enables us to service a large variety of businesses of different sizes across different industries.

**Extendable and Open Architecture.** Our platform features a variety of open APIs that allows easy integration of our platform with other applications. We enable our customers to connect our platform to their other applications, including CRM and ecommerce applications. By connecting third-party applications, our customers can leverage our centralized inbound database to perform additional functions and analysis.

## Our Competitive Strengths

We believe that our market leadership position is based on the following key strengths:

**Leading Platform.** We have designed and built a world-class, inbound marketing and sales software platform. We believe our customers choose our platform over others because of its powerful, integrated and easy to use applications. Independent customer reviews and ratings of our platform compared to other applications show that we have high customer satisfaction. As of December 31, 2015 on G2Crowd (an independent business software and services review website), the features and functions of our platform were ranked #1 in customer satisfaction in the following categories: marketing automation, email marketing, and search marketing.

**Market Leadership and Strong Brand.** We are a recognized thought leader in the cloud-based inbound marketing and sales software industry with a leading brand. Our founders, Brian Halligan and Dharmesh Shah, wrote the best-selling marketing book *Inbound Marketing: Get Found Using Google, Social Media and Blogs*. More than 90,000 copies have been sold and is available in nine languages. There are more than 150 self-organized HubSpot user groups. We also have over 1.8 million followers and fans among Twitter, Facebook and LinkedIn as of December 31, 2015, including approximately 133,000 members of LinkedIn who belong to our inbound marketers group. Our INBOUND conference is one of the largest inbound industry conference events with attendance increasing from 1,100 in 2011 to over 14,000 registered attendees in 2015. We currently hold the world record for the largest online marketing seminar with 10,899 live participants. We believe that it is inherently hard to replicate the number of websites that link to us, the volume of useful content we have published, our large social media following, the breadth of our search engine rankings and our overall brand strength because these assets cannot be easily purchased or built.

**Large and Growing Agency Partner Program.** More than 2,900 agencies partner with us for the value of our platform to their business including being able to offer new inbound marketing and sales services to their clients which can grow their revenue per customer, attract new customers and increase the portion of their clients on a retainer relationship. We believe that the wide adoption of our platform in the marketing agency industry is evidence that we are becoming an industry standard. Marketing agency partners and customers referred to us by our marketing agency partners represented approximately 49% of our customers as of December 31, 2015 and approximately 39% of our revenue for the year ended December 31, 2015. These marketing agency partners help us to promote the vision of the inbound experience, efficiently reach new mid-market businesses at scale and provide our mutual customers with more diverse and higher-touch services.

**Mid-Market Focus.** We believe we have significant competitive advantages reaching mid-market businesses and efficiently reach this market at scale as a result of our proven inbound go-to-market approach and our agency partner channel. In 2015, over 83% of the new leads we generated and over 90% of our new customers were from inbound marketing and did not have any advertising costs associated with them. We believe our large inbound marketing footprint and agency partner program provide competitive advantages in reaching mid-market businesses.

**Powerful Network Effects.** We have built a large and growing ecosystem around our platform and company. We have built what we believe is the largest engaged audience in our industry, which now comprises more than 4 million people between visitors to our blogs, Twitter followers, Facebook fans, LinkedIn connections. We have attracted more than 2,900 marketing agency partners worldwide who promote our brand and extend our marketing and sales reach. Thousands of our customers integrate third-party applications with our platform using our built-in connectors and third-party developer partners. We have trained and certified more than 27,000 marketers on inbound marketing. Our annual INBOUND conference attracted more than 14,000 registered attendees in 2015. We believe this ecosystem drives more businesses and professionals to embrace the inbound playbook. As our engaged audience grows, more agencies partner with us, more third-party developers integrate their applications with our platform, and more professionals complete our certification programs, all of which drive more businesses to adopt our platform.

## Our Growth Strategy

The key elements to our growth strategy are:

**Grow Our U.S. Customer Base.** The market for our platform is large and underserved. Mid-market businesses are particularly underserved by existing point application vendors and often lack sufficient resources to implement complex solutions. Our all-in-one platform allows mid-market businesses to efficiently adopt and execute an effective inbound marketing strategy to help them expand and grow. We will continue to leverage our inbound go-to-market approach and our network of marketing agency partners to keep growing our domestic business.



**Increase Revenue from Existing Customers.** With 18,116 customers in more than 90 countries spanning many industries, we believe we have a significant opportunity to increase revenue from our existing customers. We plan to increase revenue from our existing customers by expanding their use of our platform, selling to other parts of their organizations and upselling additional offerings and features. Our scalable pricing model allows us to capture more spend as our customers grow, increase the number of their customers and prospects managed on our platform, and require additional functionality available from our higher price tiers and add-ons, providing us with a substantial opportunity to increase the lifetime value of our customer relationships.

**Keep Expanding Internationally.** There is a significant opportunity for our inbound platform outside of the United States. As of December 31, 2015, approximately 27% of our customers were located outside of the United States and these customers generated approximately 24% of our total revenue for the year ended December 31, 2015, and we sell to those foreign customers from our U.S., European, and Asia Pacific based operations. We intend to grow our presence in international markets through additional investments in local sales, marketing and professional service capabilities, as well as by leveraging our agency partner network. We opened our first international office in Dublin, Ireland focused on the European market in January 2013 and our second and third international offices focused on the Asia Pacific market in Sydney, Australia in August 2014 and Singapore in October 2015, respectively. We already have significant website traffic from regions outside the United States and we believe that markets outside the United States represent a significant growth opportunity.

**Continue to Innovate and Expand Our Platform.** Mid-market businesses are increasingly realizing the value of having an integrated marketing, sales and service platform. We believe we are well positioned to capitalize on this opportunity by introducing new products and applications to extend the functionality of our platform. For example, in 2013, we launched our Sidekick product designed to empower sales professionals to benefit from real-time interaction data to engage with their most relevant prospects. In 2015, we launched two new add-ons to the marketing platform: HubSpot Reporting, which enables marketing and sales users to explore the data within their marketing platform using custom analytics and reports; and HubSpot Ads which was launched in partnership with Google and LinkedIn and enables customers to manage their ad spend from within the HubSpot product. We launched a freemium marketing product in 2015 called Leadin, enabling customers to analyze their website traffic and generate more leads from their website. We also launched a new paid sales product in 2015 called Sidekick for Business, which is an expansion off our Sidekick product line and enables Sales reps to identify, connect, and engage with new leads. Finally, we added significant functionality to our core marketing, sales and CRM products throughout the year, launching updates that include a redesign of our core content management system, a new predictive lead scoring application, and a new integrations platform called HubSpot Connect.

**Selectively Pursue Acquisitions.** We plan to selectively pursue acquisitions of complementary businesses, technologies and teams that would allow us to add new features and functionalities to our platform and accelerate the pace of our innovation.

## **Our Products**

### **All-in-one Marketing and Sales Platform**

Designed from the ground up to deliver an inbound experience, our software platform enables businesses to attract, engage and delight customers. At the core of our platform is a single inbound database of customer information. This allows a complete view of customer interactions across all of our integrated applications, giving our platform substantial power. This integration makes it possible to personalize web content, social media engagement and email messages across devices, including mobile. The integrated applications on our platform have a common user interface, are accessed through a single login and are based on our inbound database.

**Content Optimization System (COS).** Our COS applications are part content management system and part personalization engine, enabling businesses to create new and edit existing web content while also personalizing their websites for different visitors and optimizing their websites to convert more visitors into leads and customers. Features include:

- **Business Blogging** —Designed for lead generation, our blog includes “get-as-you-type” SEO tips for how to improve articles, built-in social media integration to automatically post new articles in social media, mobile optimization that automatically optimizes posts for smartphones and tablets, and integrated analytics that allow marketers to see the performance of each post and their blogging overall.
- **Website Pages** —A flexible system to build modern websites with responsive design, which means websites are dynamically optimized for desktops, laptops, tablets and smartphones without the need for maintaining different website versions for each device type.
- **Smart Content** —Display customized text, images or other content to customers to provide a personalized experience based on any information stored in the inbound database.
- **Landing Pages and Forms** —Easily build lead-capture forms and create landing pages with the ability to test and optimize different designs to improve conversion rates.

- **Calls-to-Action** —Create buttons and callouts that direct visitors to landing pages, with the ability to optimize click-through rates by testing different designs and messages.

**Search Engine Optimization (SEO).** Our SEO applications are tightly integrated into all of the content applications on our platform, making it easy to select the right keywords and optimize content to attract more visitors from search engines. Features include:

- **Keywords** —Identify which search terms are used more frequently and are better opportunities, and track results on each keyword.
- **Page Performance** —Generate automated diagnostic reports about which web pages are not properly optimized, including instructions on what to fix and how to fix it.

**Social Inbox.** Our social media applications allow businesses to monitor, publish and track social media across Facebook, LinkedIn, Twitter and Google+, leveraging the personalized information about each contact stored in the inbound database. Features include:

- **Monitoring** —Monitor social media messages not just for keywords, but also using segmented lists created based on criteria in the inbound database such as active sales opportunities or customers who purchased in the last 30 days, and set alerts to be sent when new messages are posted meeting these criteria.
- **Publishing** —Schedule messages to be posted at any time in multiple Twitter accounts, as well as personal pages, business pages and groups on LinkedIn, Google+ and Facebook.
- **Analysis** —Measure which posts get the most engagement including the number of website visits, new contacts and new customers generated from each post.

**Marketing Automation and Email.** Businesses can execute, manage and analyze sophisticated email marketing campaigns and segment and personalize emails using sophisticated triggers such as viewing a video, completing a form, or interacting via social media. Features include:

- **Advanced Segmentation** —Use all the information in the inbound database to create highly segmented groups for more personalized and engaging email marketing.
- **Personalization** —Dynamically personalize the content of emails including the sender, images and text based on the information about the recipient in the inbound database.
- **Sophisticated Campaign Workflows** —Create sophisticated marketing automation workflows that continue to automatically engage leads by using, for example, time delays of various lengths and multiple follow up emails that are customized based on different user actions or behavior.
- **Lead Scoring** —Create a custom lead score based on the behavior and attributes of a potential customer, such as visiting a specific web page, watching certain videos, opening certain emails, having a certain job title, or other custom data in the inbound database. Define which leads are sent to the CRM system for sales engagement based on these criteria.
- **Analysis** — Measure email open rates, click-through rates and other email marketing metrics.

**Sidekick.** Our *Sidekick* product enhances the productivity of sales representatives. Businesses can track the signals being sent by potential customers including email engagement and website visits, and easily discover new contacts and connections with other businesses enabling sales representatives to focus on prospects who have demonstrated interest. Features include:

- **Email Engagement Notifications** —Get real-time alerts when email messages are opened or clicked by potential customers to know when they are engaged with messages.
- **New Lead and Website Visit Alerts** — Receive real time notifications of new leads assigned to a salesperson as well as notifications about when and where an existing lead visits a business's website to help salespeople more easily engage with potential customers.
- **Email Templates and CRM Tracking** — Use the email templates stored in salesforce.com or HubSpot CRM directly in Microsoft Outlook and Gmail. Log emails in a CRM so teams can deliver a better overall experience to prospects.
- **Contact Insights** —Learn about more contacts at a potential customer when visiting its website or sending an email, identify other connections to a potential customer and add new contacts to a CRM with one click.

**Sidekick for Business.** Our *Sidekick for Business* product enhances the productivity and effectiveness of sales representatives. Businesses can empower their teams with tools that deliver a personalized experience for prospects with less work for sales

representatives. Sales professionals can track the signals being sent by potential customers, including email engagement and web-site visits, and easily discover new contacts and connections with other businesses. Features include :

- **Email Engagement Notifications** —Get real-time alerts when email messages are opened or clicked by potential customers to know when they are engaged with messages.
- **Sequences** —Schedule a series of personalized emails to be sent to a prospect all at once to eliminate reminders and extensive task lists.
- **Meetings** — Expose a sales representative’s calendar for prospects to book meetings at a time most convenient for them, without having to coordinate a preferred meeting time over email.
- **Calling** — Call prospects from HubSpot CRM, Outlook, or Gmail and have the call logged automatically within HubSpot CRM.
- **New Lead and Website Visit Alerts** — Receive real-time notifications of new leads assigned to a salesperson as well as notifications about when and where an existing lead visits a business’s website to help salespeople more easily engage with potential customers.
- **Email Templates and CRM Tracking** — Use the email templates stored in salesforce.com or HubSpot CRM directly in Microsoft Outlook and Gmail. Log emails in a CRM so teams can deliver a better overall experience to prospects.
- **Contact Insights** —Learn about more contacts at a potential customer when visiting its website or sending an email, identify other connections to a potential customer and add new contacts to a CRM with one click.

**CRM Sync** . Businesses can synchronize information from our inbound database with their CRM application, enabling seamless transition from marketing to sales. Our native and third-party CRM integration features include:

- **Bi-directional Syncing** —Changes in HubSpot and the CRM are automatically updated in the other system regardless of where the information originated.
- **Inclusion Lists** —Define which leads automatically sync to the CRM by setting conditions based on lead score or any other criteria in the inbound database.
- **Lead Intelligence** —Information from the contact timeline such as recent website visit or social media engagement is displayed in the CRM making it easy for sales to leverage the data in the inbound database.
- **Closed Loop Reporting** —Track which marketing activity was the original source of a new customer and measure in aggregate which campaigns are driving more or less sales.

**HubSpot CRM**. Businesses can track their interactions with contacts and companies, manage their sales activities and report on their pipeline and sales.

- **Contact Management** — Manage contact information for people and companies. Track the history of every interaction with those contacts.
- **Salesforce Automation** — Track active sales deals, store notes, track calls and meetings, and create tasks and reminders for follow-up with customers.
- **Pipeline Reporting** — Report on what deals are in what stage of the sales process with visibility for sales representatives and aggregate reporting for sales managers.

**Reporting and Analytics** . Businesses can use our reporting and analytics functionality built into our platform to measure which activities are attracting the most new leads and customers, develop a deeper understanding of their customers and measure the effectiveness of campaigns across the customer lifecycle.

- **Sources** —Track website visitors, new leads and new customers according to how they first found a business, helping to measure the effectiveness of different marketing channels.
- **Competitors** —Track key inbound metrics against competition including the number of inbound links, social media followers and the relative website traffic.
- **Campaigns** —Create collections of different marketing and sales assets like blog posts, emails, landing pages and keywords and track them all in one place to measure the impact of a specific marketing and sales campaign.
- **Attribution** —Identify what marketing activity led to a key event in the marketing and sales process, such as conversion into a lead or a purchase, using various analytical models.

- **Events** —Track and analyze a variety of custom events such as video views or custom webpage interactions to understand the effect those actions have on lead generation and sales.
- **Revenue** —Report on the revenue generated by marketing and sales activity, including segmentation by deal stage, amount and close date.

## Product Packaging

In 2012, we began pricing and packaging our products based on product plans, number of contacts and add-ons. We sell three product plans, each of which includes key functionality of our core platform but also includes different applications to meet the needs of the various businesses we serve.

**HubSpot Basic** is our entry level plan starting at \$2,400 per year. This plan includes our platform with applications such as blogging, landing pages, Social Inbox, email marketing, and analytics and reporting.

**HubSpot Pro** is our plan for professional marketers starting at \$9,600 per year. This plan includes the platform with all the applications included in HubSpot Basic plus more advanced applications such as CRM integration, marketing automation and smart content.

**HubSpot Enterprise** is an advanced plan for marketing teams starting at \$28,800 per year. This plan includes our platform with all the applications included in HubSpot Pro, plus more sophisticated applications such as A/B testing and optimization, tracking custom events and advanced reporting capabilities.

Pricing for all plans is on a subscription basis and customers pay additional fees above the starting prices based on how many contacts will be stored and tracked in the inbound database. We generate additional revenue based on the purchase of additional subscriptions and applications and the number of account users, subdomains and website visits.

**Add Ons.** We also sell applications that are not included in any of our three plans on an add-on basis.

- **Website** allows a business to build, edit and manage an entire website on our platform. Website has a per-month fee in addition to the fee paid for our inbound platform, which is required to use Website.
- **Sidekick** notifies salespeople of the activity of their most highly engaged potential customers. The Starter version is free and includes a limited number of notifications and features, while the Power User version has a per-user fee and includes unlimited notifications and all available features.
- **Sidekick for Business** is a premium version of the Sidekick product that gives users unlimited access to the original Sidekick product tools plus additional features such as phone call integration directly within the web browser that automatically records and logs calls to CRM, personalized email templates, unified document management for sales and marketing and effectiveness reporting for email templates and sales collateral. The free version of Sidekick for Business includes a limited number of templates, document uploads and 15 minutes of calling per user per month, while the paid version includes unlimited templates and documents and 1,000 minutes of calling per user per month.
- **Ads** provides advertising campaign creation, management and ROI reporting for LinkedIn Sponsored Updates and Google's AdWords campaigns for a monthly fee.
- **Reports** consolidates all of the essential reports into one customizable screen for both marketing and sales to view all metrics in one place for a monthly fee.

## Our Services

We complement our product offerings with professional services and support. The majority of our services and support is offered over the phone and via web meeting technology rather than in-person, which is a more efficient business model for us and more cost-effective for our customers.

**Professional Services.** We offer professional services to educate and train customers on how to leverage our software platform and inbound marketing methodology to transform how their business attracts, engages and delights customers. Depending on which product plan and professional services a customer buys, it either receives group training and education in online or in-person classes or one-on-one training and advice from one of our implementation specialists by phone and web meeting. Our professional services are also available to customers who need additional assistance on a one-time or ongoing basis for an additional fee.

**Support.** In addition to assistance provided by our online articles and customer discussion forums, we offer phone and email-based support staffed in the United States, Ireland, Australia, and Singapore, which is included in the cost of a subscription for our

marketing product . We strive to maintain an exceptional quality of customer service. We continuously monitor key customer service metrics such as phone hold time, ticket response time and ticket resolution rates, and we monitor the customer satisfaction of our customer support interactions. We believe our customer support is an important reason why businesses choose our platform and recommend it to their colleagues.

## **Our Customers**

As of December 31, 2015 we had 18,116 customers in more than 90 countries, representing many industries. No single customer represented more than 1% of our revenue in 2015, 2014 or 2013.

## **Our Technology**

We have 18,116 customers that have chosen us as their marketing and sales platform, which we architected and built to be secure, highly distributed and highly scalable. Since our founding, we have embraced rapid, iterative product development lifecycles, cloud automation and open-source technologies, including big data platforms, to power marketing and sales programs and provide insights not previously possible or available.

Our platform is a multi-tenant, single code-based, globally available software-as-a-service delivered through web browsers or mobile applications. Our commitment to a highly available, reliable and scalable platform for businesses of all sizes is accomplished through the use of these technologies.

**Modern Database Architecture.** We process billions of data points weekly across various channels, including social media, email, SEO and website visits, and continue to drive nearly real-time analytics across these channels. This is possible because we built our database from the ground up using distributed big data technologies such as HBase and Hadoop to both process and analyze the large amounts of data we collect in our inbound database. Using modern database technologies, we can provide actionable insights across disparate data-sets in a manner not easily achievable or cost effectively, at scale or efficiently, with traditional databases or platform architectures.

**Agility.** Our infrastructure and development and software release processes allow us to update our platform for specific groups of customers or our entire customer base at any time. This means we can rapidly innovate and deliver new functionality frequently, without waiting for quarterly or annual release cycles. We typically deploy updates to our software platform hundreds of times a week, enabling us to gather immediate customer feedback and improve our product quickly and continuously.

**Cost leverage.** Because our platform was built on an almost exclusive footprint of open-source software and designed to operate in cloud-based data-centers, we have benefited from large-scale price reductions by these cloud computing service providers as they continue to innovate and compete for market share. As our processing volume continues to grow, we continue to receive larger volume discounts on a per-unit basis for costs such as cost for storage, bandwidth and computing capacity. We also believe that our extensive use, and contribution to, open-source software will provide additional leverage as we scale our platform and infrastructure.

**Scalability.** By leveraging leading cloud infrastructure providers along with our automated technology stack, we are able to scale workloads of varying sizes at any time. This allows us to handle customers of all sizes and demands without traditional operational limitations such as network bandwidth, computing cycles, or storage capacity as we can scale our platform on-demand.

**Reliability.** Our platform's uptime during 2015 exceeded 99.9% while we delivered hundreds of product improvements through thousands of software releases in a continuous software delivery cycle. Customer data is distributed and processed across multiple data centers within a region to provide redundancy. We built our platform on a distributed computing architecture with no single points of failure and we operate across data-center boundaries daily. In addition to data-center level redundancy, this architecture supports multiple live copies of each data set along with snapshot capabilities for faster, point-in-time data recovery instead of traditional backup and restore methodologies.

**Security.** We leverage industry standard network and perimeter defense technologies, DDoS protection systems (including web application firewalls) and enterprise grade DNS services across multiple vendors. Our data-center providers operate and certify to high industry compliance levels. Due to the broad footprint of our customer base, we regularly test and evaluate our platform with trusted third-party vendors to ensure the security and integrity of our services.

## **Marketing and Sales**

We believe we are a global leader in implementing an inbound experience in marketing and sales. We believe that our marketing and sales model provides us with a competitive advantage, especially when targeting mid-market businesses, because we can attract and engage these businesses efficiently and at scale.

***Inbound Marketing.*** Our marketing team focuses on inbound marketing and attracts over 57,000 new leads per month through our industry-leading blog and other content, free tools, large social media following, high search engine rankings and personalized website and email content. Inbound sources generated over 90% of our new customers and over 83% of new leads during 2015. We believe most companies of our size and scale typically have a far lower volume of lead generation with a much larger share of it coming from traditional advertising methods.

***Inbound Direct Sales.*** Our sales representatives are based in our offices in Cambridge, Massachusetts, Dublin, Ireland, Sydney, Australia, and Singapore and use phone, email and web meetings to interact with prospects and customers. The vast majority of revenue generated by our sales representatives originates with inbound leads produced by our marketing efforts.

***Inbound Channel Sales.*** In addition to our direct sales team, we have sales representatives that manage relationships with our worldwide network of marketing agency partners who both use our platform for their own businesses and also, on a commissioned basis, refer customers to us. These marketing agencies partner with us not only to leverage our software platform and educational resources, but also to build their own business by offering new services and shifting their revenue mix to include more retainer-based business with a recurring revenue stream.

## **Employees and Culture**

Transforming the business world to embrace the inbound experience requires a truly remarkable team. From the very beginning, our company was founded on a fundamental belief in radical transparency, individual autonomy and enlightened empathy.

To that end, we published our “Culture Code,” a document codifying how we went about building a business that employees, customers and partners alike truly love. Our Culture Code slide deck has been viewed approximately 2 million times on LinkedIn’s SlideShare and become an important element of our recruiting efforts. The seven core principles of our Culture Code are:

- **We commit maniacally to both our mission and metrics.** Our mission is to make the world inbound and transform how organizations attract, engage and delight their customers.
- **We look to the long-term and “Solve for the Customer”.** We solve for the customer, company, team and self, in that order.
- **We share openly and are remarkably transparent.** We believe that power is gained by sharing knowledge, not hoarding it and we share nearly all business information with all of our employees no matter their title or position.
- **We favor autonomy and take ownership.** We trust and empower each employee to use good judgment, and believe that results should matter more than when or where they are produced and that influence should be independent of hierarchy.
- **We believe our best perk is amazing people.** We value people who are humble, effective and predisposed to action, adaptable to change, remarkable standouts and transparent with others and with themselves.
- **We dare to be different and question the status quo.** We believe that remarkable outcomes rarely result from modest risk, and we’d rather be failing frequently than never trying new things.
- **We recognize that life is short.** We encourage candor and criticism as it helps us grow, but remember life is short so always be caring and kind.

We take great pride in recruiting and retaining people with HEART: Humility, Effectiveness, Adaptability, Remark-ability and Transparency, at every level of our company and hire employees passionate about joining our mission to transform the business world with inbound. In 2015, we were recognized by the Boston Globe as the Top Place to Work among large companies, a Best Place to Work for Women, Camaraderie and Technology by Fortune, and in December 2015 it was announced we ranked in the top 5 of Best Places to Work in 2016 by Glassdoor. Our policies on employee autonomy and transparency have been widely profiled in the media and we are incredibly proud of the culture that we have built. But, at the end of the day, we do not just talk about culture, we measure it, just as we do the rest of our business. We survey employees on a quarterly basis, making sure that our founders and executives review all the feedback, respond, and make adjustments when necessary.

As of December 31, 2015 we had 1,157 full-time employees. Of these employees, 960 are based in the United States, 166 are located in Ireland, 22 are located in Australia, and 9 are located in Singapore.

## Competition

Our market is evolving, highly competitive and fragmented, and we expect competition to increase in the future. We believe the principal competitive factors in our market are:

- vision for the market and product strategy and pace of innovation;
- inbound marketing focus and domain expertise;
- integrated all-in-one platform;
- breadth and depth of product functionality;
- ease of use;
- scalable, open architecture;
- time to value and total cost of ownership;
- integration with third-party applications and data sources; and
- name recognition and brand reputation.

We believe we compete favorably with respect to all of these factors.

We face intense competition from other software companies that develop marketing software and from marketing services companies that provide interactive marketing services. Our competitors offer various point applications that provide certain functions and features that we provide, including:

- cloud-based marketing automation providers;
- email marketing software vendors;
- sales force automation and CRM software vendors; and
- large-scale enterprise suites.

In addition, instead of using our platform, some prospective customers may elect to combine disparate point applications, such as content management, marketing automation, analytics and social media management. We expect that new competitors, such as enterprise software vendors that have traditionally focused on enterprise resource planning or other applications supporting back office functions, will develop and introduce, or acquire, applications serving customer-facing and other front office functions.

## Intellectual Property

Our ability to protect our intellectual property, including our technology, will be an important factor in the success and continued growth of our business. We protect our intellectual property through trade secrets law, copyrights, trademarks and contracts. Some of our technology relies upon third-party licensed intellectual property.

In addition to the foregoing, we have established business procedures designed to maintain the confidentiality of our proprietary information, including the use of confidentiality agreements and assignment of inventions agreements with employees, independent contractors, consultants and companies with which we conduct business.

## Financial Information About Segments

The Company operates as one operating segment. Operating segments are defined as components of an enterprise for which separate financial information is regularly evaluated by the chief operating decision makers (“CODMs”), which are the Company’s chief executive officer and chief operating officer, in deciding how to allocate resources and assess performance. The Company’s CODMs evaluate the Company’s financial information and resources and assess the performance of these resources on a consolidated basis. Since the Company operates in one operating segment, all required financial segment information can be found in the consolidated financial statements. See Footnote 7 within the consolidated financial statements for information by geographic area.

## Available Information

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are made available free of charge on or through our website at [www.hubspot.com](http://www.hubspot.com) as soon as reasonably practicable after such reports are filed with, or furnished to, the SEC.

The SEC also maintains a website, [www.sec.gov](http://www.sec.gov), that contains reports and other information regarding issuers that file electronically with the SEC. The public may read and copy any files with the SEC Public Reference Room at 100 F Street, NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling 1-800-SEC-0330. We are not, however, including the information contained on our website, or information that may be accessed through links on our website, as part of, or incorporating such information by reference into, this Annual Report on Form 10-K.

## **ITEM 1A. RISK FACTORS**

*An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this Annual Report on Form 10-K and in our other public filings before making an investment decision. Our business, prospects, financial condition, or operating results could be harmed by any of these risks, as well as other risks not currently known to us or that we currently consider immaterial. If any of such risks and uncertainties actually occurs, our business, financial condition or operating results could differ materially from the plans, projections and other forward-looking statements included in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this report and in our other public filings. The trading price of our common stock could decline due to any of these risks, and, as a result, you may lose all or part of your investment.*

### **Risks Related to Our Business and Strategy**

*We have a history of losses and may not achieve profitability in the future.*

We generated net losses of \$ 46.1 million in 2015, \$48.2 million in 2014, and of \$34.3 million in 2013. As of December 31, 2015, we had an accumulated deficit of \$200.4 million. We will need to generate and sustain increased revenue levels in future periods to become profitable, and, even if we do, we may not be able to maintain or increase our level of profitability. We intend to continue to expend significant funds to grow our marketing and sales operations, develop and enhance our inbound platform, scale our data center infrastructure and services capabilities and expand into new markets. Our efforts to grow our business may be more costly than we expect, and we may not be able to increase our revenue enough to offset our higher operating expenses. We may incur significant losses in the future for a number of reasons, including the other risks described in this Annual Report on Form 10-K, and unforeseen expenses, difficulties, complications and delays and other unknown events. If we are unable to achieve and sustain profitability, the market price of our common stock may significantly decrease.

*We are dependent upon customer renewals, the addition of new customers and the continued growth of the market for an inbound platform.*

We derive, and expect to continue to derive, a substantial portion of our revenue from the sale of subscriptions to our inbound marketing platform. The market for inbound marketing and sales products is still evolving, and competitive dynamics may cause pricing levels to change as the market matures and as existing and new market participants introduce new types of point applications and different approaches to enable businesses to address their respective needs. As a result, we may be forced to reduce the prices we charge for our platform and may be unable to renew existing customer agreements or enter into new customer agreements at the same prices and upon the same terms that we have historically.

*Our subscription renewal rates may decrease, and any decrease could harm our future revenue and operating results.*

Our customers have no obligation to renew their subscriptions for our platform after the expiration of their subscription periods, substantially all of which are one year or less. In addition, our customers may seek to renew for lower subscription amounts or for shorter contract lengths. Also, customers may choose not to renew their subscriptions for a variety of reasons, including an inability or failure on the part of a customer to create blogging, social media and other content necessary to realize the benefits of our platform. Our renewal rates may decline or fluctuate as a result of a number of factors, including limited customer resources, pricing changes, adoption and utilization of our platform and add-on applications by our customers, adoption of our new products, customer satisfaction with our platform, the acquisition of our customers by other companies and deteriorating general economic conditions. If our customers do not renew their subscriptions for our platform or decrease the amount they spend with us, our revenue will decline and our business will suffer.

*We face significant competition from both established and new companies offering marketing and sales software and other related applications, as well as internally developed software, which may harm our ability to add new customers, retain existing customers and grow our business.*

The marketing and sales software market is evolving, highly competitive and significantly fragmented. With the introduction of new technologies and the potential entry of new competitors into the market, we expect competition to persist and intensify in the future, which could harm our ability to increase sales, maintain or increase renewals and maintain our prices.



We face intense competition from other software companies that develop marketing and sales software and from marketing services companies that provide interactive marketing services. Competition could significantly impede our ability to sell subscriptions to our inbound marketing and sales platform on terms favorable to us. Our current and potential competitors may develop and market new technologies that render our existing or future products less competitive, or obsolete. In addition, if these competitors develop products with similar or superior functionality to our platform, we may need to decrease the prices or accept less favorable terms for our platform subscriptions in order to remain competitive. If we are unable to maintain our pricing due to competitive pressures, our margins will be reduced and our operating results will be negatively affected.

Our competitors include:

- cloud-based marketing automation providers;
- email marketing software vendors;
- sales force automation and CRM software vendors; and
- large-scale enterprise suites.

In addition, instead of using our platform, some prospective customers may elect to combine disparate point applications, such as content management, marketing automation, CRM, analytics and social media management. We expect that new competitors, such as enterprise software vendors that have traditionally focused on enterprise resource planning or other applications supporting back office functions, will develop and introduce applications serving customer-facing and other front office functions. This development could have an adverse effect on our business, operating results and financial condition. In addition, sales force automation and CRM system vendors could acquire or develop applications that compete with our marketing software offerings. Some of these companies have acquired social media marketing and other marketing software providers to integrate with their broader offerings.

Our current and potential competitors may have significantly more financial, technical, marketing and other resources than we have, be able to devote greater resources to the development, promotion, sale and support of their products and services, may have more extensive customer bases and broader customer relationships than we have, and may have longer operating histories and greater name recognition than we have. As a result, these competitors may respond faster to new technologies and to undertake more extensive marketing campaigns for their products. In a few cases, these vendors may also be able to offer marketing and sales software at little or no additional cost by bundling it with their existing suite of applications. To the extent any of our competitors has existing relationships with potential customers for either marketing software or other applications, those customers may be unwilling to purchase our platform because of their existing relationships with our competitor. If we are unable to compete with such companies, the demand for our inbound platform could substantially decline.

In addition, if one or more of our competitors were to merge or partner with another of our competitors, our ability to compete effectively could be adversely affected. Our competitors may also establish or strengthen cooperative relationships with our current or future strategic distribution and technology partners or other parties with whom we have relationships, thereby limiting our ability to promote and implement our platform. We may not be able to compete successfully against current or future competitors, and competitive pressures may harm our business, operating results and financial condition.

***We have experienced rapid growth and organizational change in recent periods and expect continued future growth. If we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service or address competitive challenges adequately.***

Our head count and operations have grown substantially. For example, we had 1,157 full-time employees as of December 31, 2015, as compared with 785 as of December 31, 2014. We opened our first international office in Dublin, Ireland in January 2013, a second international office in Sydney, Australia in August 2014, and a third international office in Singapore in October 2015. We have announced our intention to open an international office in Japan in the second half of 2016. This growth has placed, and will continue to place, a significant strain on our management, administrative, operational and financial infrastructure. We anticipate further growth will be required to address increases in our product offerings and continued expansion. Our success will depend in part upon our ability to recruit, hire, train, manage and integrate a significant number of qualified managers, technical personnel and employees in specialized roles within our company, including in technology, sales and marketing. If our new employees perform poorly, or if we are unsuccessful in recruiting, hiring, training, managing and integrating these new employees, or retaining these or our existing employees, our business may suffer.

In addition, to manage the expected continued growth of our head count, operations and geographic expansion, we will need to continue to improve our information technology infrastructure, operational, financial and management systems and procedures. Our anticipated additional head count and capital investments will increase our costs, which will make it more difficult for us to address any future revenue shortfalls by reducing expenses in the short term. If we fail to successfully manage our growth, we will be unable

to successfully execute our business plan, which could have a negative impact on our business, results of operations or financial condition.

***Failure to effectively develop and expand our marketing and sales capabilities could harm our ability to increase our customer base and achieve broader market acceptance of our platform.***

To increase total customers and achieve broader market acceptance of our inbound platform, we will need to expand our marketing and sales operations, including our sales force and third-party channel partners. We will continue to dedicate significant resources to inbound sales and marketing programs. The effectiveness of our inbound sales and marketing and third-party channel partners has varied over time and may vary in the future and depends on our ability to maintain and improve our inbound platform. All of these efforts will require us to invest significant financial and other resources. Our business will be seriously harmed if our efforts do not generate a correspondingly significant increase in revenue. We may not achieve anticipated revenue growth from expanding our sales force if we are unable to hire, develop and retain talented sales personnel, if our new sales personnel are unable to achieve desired productivity levels in a reasonable period of time or if our sales and marketing programs are not effective.

***The rate of growth of our business depends on the continued participation and level of service of our marketing agency partners.***

We rely on our marketing agency partners to provide certain services to our customers, as well as pursue sales of our inbound platform to customers. Marketing agency partners and customers referred to us by our marketing agency partners represented approximately 49% of our customers as of December 31, 2015, and 39% of our revenue for the year ended December 31, 2015. To the extent we do not attract new marketing agency partners, or existing or new marketing agency partners do not refer a growing number of customers to us, our revenue and operating results would be harmed. In addition, if our marketing agency partners do not continue to provide services to our customers, we would be required to provide such services ourselves either by expanding our internal team or engaging other third-party providers, which would increase our operating costs.

***If we cannot maintain our company culture as we grow, we could lose the innovation, teamwork, passion and focus on execution that we believe contribute to our success and our business may be harmed.***

We believe that a critical component to our success has been our company culture, which is based on transparency and personal autonomy. We have invested substantial time and resources in building our team within this company culture. Any failure to preserve our culture could negatively affect our ability to retain and recruit personnel and to effectively focus on and pursue our corporate objectives. As we grow as and continue to develop the infrastructure of a public company, we may find it difficult to maintain these important aspects of our company culture. If we fail to maintain our company culture, our business may be adversely impacted.

***If we fail to maintain our inbound thought leadership position, our business may suffer.***

We believe that maintaining our thought leadership position in inbound marketing, sales and services is an important element in attracting new customers. We devote significant resources to develop and maintain our thought leadership position, with a focus on identifying and interpreting emerging trends in the inbound experience, shaping and guiding industry dialog and creating and sharing the best inbound practices. Our activities related to developing and maintaining our thought leadership may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in such effort. We rely upon the continued services of our management and employees with domain expertise with inbound marketing, sales and services, and the loss of any key employees in this area could harm our competitive position and reputation. If we fail to successfully grow and maintain our thought leadership position, we may not attract enough new customers or retain our existing customers, and our business could suffer.

***If we fail to further enhance our brand and maintain our existing strong brand awareness, our ability to expand our customer base will be impaired and our financial condition may suffer.***

We believe that our development of the HubSpot brand is critical to achieving widespread awareness of our existing and future inbound experience solutions, and, as a result, is important to attracting new customers and maintaining existing customers. In the past, our efforts to build our brand have involved significant expenses, and we believe that this investment has resulted in strong brand recognition in the business-to-business, or B2B, market. Successful promotion and maintenance of our brands will depend largely on the effectiveness of our marketing efforts and on our ability to provide a reliable and useful inbound platform at competitive prices. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in building our brand. If we fail to successfully promote and maintain our brand, our business could suffer.

***If we fail to adapt and respond effectively to rapidly changing technology, evolving industry standards and changing customer needs or requirements, our inbound platform may become less competitive.***

Our future success depends on our ability to adapt and innovate our inbound platform. To attract new customers and increase revenue from existing customers, we need to continue to enhance and improve our offerings to meet customer needs at prices that our customers are willing to pay. Such efforts will require adding new functionality and responding to technological advancements, which will increase our research and development costs. If we are unable to develop new applications that address our customers' needs, or to enhance and improve our platform in a timely manner, we may not be able to maintain or increase market acceptance of our platform. Our ability to grow is also subject to the risk of future disruptive technologies. Access and use of our inbound platform is provided via the cloud, which, itself, was disruptive to the previous enterprise software model. If new technologies emerge that are able to deliver inbound marketing software and related applications at lower prices, more efficiently, more conveniently or more securely, such technologies could adversely affect our ability to compete.

***We rely on our management team and other key employees, and the loss of one or more key employees could harm our business.***

Our success and future growth depend upon the continued services of our management team, including our co-founders, Brian Halligan and Dharmesh Shah, and other key employees in the areas of research and development, marketing, sales, services and general and administrative functions. From time to time, there may be changes in our management team resulting from the hiring or departure of executives, which could disrupt our business. We also are dependent on the continued service of our existing software engineers and information technology personnel because of the complexity of our platform, technologies and infrastructure. We may terminate any employee's employment at any time, with or without cause, and any employee may resign at any time, with or without cause. We do not have employment agreements with any of our key personnel. The loss of one or more of our key employees could harm our business.

***The failure to attract and retain additional qualified personnel could prevent us from executing our business strategy.***

To execute our business strategy, we must attract and retain highly qualified personnel. In particular, we compete with many other companies for software developers with high levels of experience in designing, developing and managing cloud-based software, as well as for skilled information technology, marketing, sales and operations professionals, and we may not be successful in attracting and retaining the professionals we need. Also, inbound sales, marketing and services domain experts are very important to our success and are difficult to replace. We have from time to time in the past experienced, and we expect to continue to experience in the future, difficulty in hiring and difficulty in retaining highly skilled employees with appropriate qualifications. In particular, we have experienced a competitive hiring environment in the Greater Boston area, where we are headquartered. Many of the companies with which we compete for experienced personnel have greater resources than we do. In addition, in making employment decisions, particularly in the software industry, job candidates often consider the value of the stock options or other equity incentives they are to receive in connection with their employment. If the price of our stock declines, or experiences significant volatility, our ability to attract or retain key employees will be adversely affected. If we fail to attract new personnel or fail to retain and motivate our current personnel, our growth prospects could be severely harmed.

***If we fail to offer high-quality customer support, our business and reputation may suffer.***

High-quality education, training and customer support are important for the successful marketing, sale and use of our inbound platform and for the renewal of existing customers. Providing this education, training and support requires that our personnel who manage our online training resource, HubSpot Academy, or provide customer support have specific inbound experience domain knowledge and expertise, making it more difficult for us to hire qualified personnel and to scale up our support operations. The importance of high-quality customer support will increase as we expand our business and pursue new customers. If we do not help our customers use multiple applications within our inbound platform and provide effective ongoing support, our ability to sell additional functionality and services to, or to retain, existing customers may suffer and our reputation with existing or potential customers may be harmed.

***We may not be able to scale our business quickly enough to meet our customers' growing needs and if we are not able to grow efficiently, our operating results could be harmed.***

As usage of our inbound platform grows and as customers use our platform for additional inbound applications, such as sales and services, we will need to devote additional resources to improving our application architecture, integrating with third-party systems and maintaining infrastructure performance. In addition, we will need to appropriately scale our internal business systems and our services organization, including customer support and professional services, to serve our growing customer base, particularly as our customer demographics change over time. Any failure of or delay in these efforts could cause impaired system performance and reduced customer satisfaction. These issues could reduce the attractiveness of our inbound platform to customers, resulting in decreased sales to new customers, lower renewal rates by existing customers, the issuance of service credits, or requested

refunds, which could impede our revenue growth and harm our reputation. Even if we are able to upgrade our systems and expand our staff, any such expansion will be expensive and complex, requiring management's time and attention. We could also face inefficiencies or operational failures as a result of our efforts to scale our infrastructure. Moreover, there are inherent risks associated with upgrading, improving and expanding our information technology systems. We cannot be sure that the expansion and improvements to our infrastructure and systems will be fully or effectively implemented on a timely basis, if at all. These efforts may reduce revenue and our margins and adversely affect our financial results.

***Our ability to introduce new products and features is dependent on adequate research and development resources. If we do not adequately fund our research and development efforts, we may not be able to compete effectively and our business and operating results may be harmed.***

To remain competitive, we must continue to develop new product offerings, applications, features and enhancements to our existing inbound platform. Maintaining adequate research and development personnel and resources to meet the demands of the market is essential. If we are unable to develop our platform internally due to certain constraints, such as high employee turnover, lack of management ability or a lack of other research and development resources, we may miss market opportunities. Further, many of our competitors expend a considerably greater amount of funds on their research and development programs, and those that do not may be acquired by larger companies that would allocate greater resources to our competitors' research and development programs. Our failure to maintain adequate research and development resources or to compete effectively with the research and development programs of our competitors could materially adversely affect our business.

***Changes in the sizes or types of businesses that purchase our platform or in the applications within our inbound platform purchased or used by our customers could negatively affect our operating results.***

Our strategy is to sell subscriptions to our inbound platform to mid-sized businesses, but we have sold and will continue to sell to organizations ranging from small businesses to enterprises. Our gross margins can vary depending on numerous factors related to the implementation and use of our inbound platform, including the sophistication and intensity of our customers' use of our platform and the level of professional services and support required by a customer. Sales to enterprise customers may entail longer sales cycles and more significant selling efforts. Selling to small businesses may involve greater credit risk and uncertainty. If there are changes in the mix of businesses that purchase our platform or the mix of the product plans purchased by our customers, our gross margins could decrease and our operating results could be adversely affected.

***We have in the past completed acquisitions and may acquire or invest in other companies or technologies in the future, which could divert management's attention, fail to meet our expectations, result in additional dilution to our stockholders, increase expenses, disrupt our operations or harm our operating results.***

We have in the past acquired, and we may in the future acquire or invest in, businesses, products or technologies that we believe could complement or expand our platform, enhance our technical capabilities or otherwise offer growth opportunities. For example, in June 2011, we acquired Performable, a marketing automation provider. We may not be able to fully realize the anticipated benefits of these or any future acquisitions. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses related to identifying, investigating and pursuing suitable acquisitions, whether or not they are consummated.

There are inherent risks in integrating and managing acquisitions. If we acquire additional businesses, we may not be able to assimilate or integrate the acquired personnel, operations and technologies successfully or effectively manage the combined business following the acquisition and our management may be distracted from operating our business. We also may not achieve the anticipated benefits from the acquired business due to a number of factors, including: unanticipated costs or liabilities associated with the acquisition; incurrence of acquisition-related costs, which would be recognized as a current period expense; inability to generate sufficient revenue to offset acquisition or investment costs; the inability to maintain relationships with customers and partners of the acquired business; the difficulty of incorporating acquired technology and rights into our platform and of maintaining quality and security standards consistent with our brand; delays in customer purchases due to uncertainty related to any acquisition; the need to integrate or implement additional controls, procedures and policies; challenges caused by distance, language and cultural differences; harm to our existing business relationships with business partners and customers as a result of the acquisition; the potential loss of key employees; use of resources that are needed in other parts of our business and diversion of management and employee resources; the inability to recognize acquired deferred revenue in accordance with our revenue recognition policies; and use of substantial portions of our available cash or the incurrence of debt to consummate the acquisition. Acquisitions also increase the risk of unforeseen legal liability, including for potential violations of applicable law or industry rules and regulations, arising from prior or ongoing acts or omissions by the acquired businesses which are not discovered by due diligence during the acquisition process. Generally, if an acquired business fails to meet our expectations, our operating results, business and financial condition may suffer. Acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our business, results of operations or financial condition.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to goodwill and other intangible assets, which must be assessed for impairment at least annually. If our acquisitions do not ultimately yield expected returns, we may be required to make charges to our operating results based on our impairment assessment process, which could harm our results of operations.

***Because our long-term growth strategy involves further expansion of our sales to customers outside the United States, our business will be susceptible to risks associated with international operations.***

A component of our growth strategy involves the further expansion of our operations and customer base internationally. As of December 31, 2015, approximately 27 % of our customers were located outside of the United States and these customers generated approximately 24 % of our total revenue for the year ended December 31, 2015. We opened our first international office in Dublin, Ireland in January 2013 and we opened additional international offices in Sydney, Australia in August 2014, and in Singapore in October 2015. We have announced our intention to open an additional international office in Japan in the second half of 2016. These international offices focus primarily on sales, professional services and support. We also have a development team in Dublin, Ireland. Our current international operations and future initiatives will involve a variety of risks, including:

- difficulties in maintaining our company culture with a dispersed and distant workforce;
- more stringent regulations relating to data security and the unauthorized use of, or access to, commercial and personal information, particularly in the European Union;
- unexpected changes in regulatory requirements, taxes or trade laws;
- differing labor regulations, especially in the European Union, where labor laws are generally more advantageous to employees as compared to the United States, including deemed hourly wage and overtime regulations in these locations;
- challenges inherent in efficiently managing an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits and compliance programs;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems and regulatory systems;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of entering into hedging transactions if we chose to do so in the future;
- limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- limited or insufficient intellectual property protection;
- political instability or terrorist activities;
- likelihood of potential or actual violations of domestic and international anticorruption laws, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, or of U.S. and international export control and sanctions regulations, which likelihood may increase with an increase of sales or operations in foreign jurisdictions and operations in certain industries; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

Our limited experience in operating our business internationally increases the risk that any potential future expansion efforts that we may undertake will not be successful. If we invest substantial time and resources to expand our international operations and are unable to do so successfully and in a timely manner, our business and operating results will suffer. We continue to implement policies and procedures to facilitate our compliance with U.S. laws and regulations applicable to or arising from our international business. Inadequacies in our past or current compliance practices may increase the risk of inadvertent violations of such laws and regulations, which could lead to financial and other penalties that could damage our reputation and impose costs on us.

***Interruptions or delays in service from our third-party data center providers could impair our ability to deliver our platform to our customers, resulting in customer dissatisfaction, damage to our reputation, loss of customers, limited growth and reduction in revenue.***

We currently serve the majority of our platform functions from third-party data center hosting facilities operated by Amazon Web Services and located in northern Virginia. In addition, we serve ancillary functions for our customers from third-party data center hosting facilities operated by Rackspace located in Dallas, Texas, with a backup facility in Chicago, Illinois. Our operations depend, in part, on our third-party facility providers' abilities to protect these facilities against damage or interruption from natural disasters, power or telecommunications failures, criminal acts and similar events. In the event that any of our third-party facilities

arrangements is terminated, or if there is a lapse of service or damage to a facility, we could experience interruptions in our platform as well as delays and additional expenses in arranging new facilities and services.

Any damage to, or failure of, the systems of our third-party providers could result in interruptions to our platform. Despite precautions taken at our data centers, the occurrence of spikes in usage volume, a natural disaster, an act of terrorism, vandalism or sabotage, a decision to close a facility without adequate notice, or other unanticipated problems at a facility could result in lengthy interruptions in the availability of our on-demand software. Even with current and planned disaster recovery arrangements, our business could be harmed. Also, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. These factors in turn could further reduce our revenue, subject us to liability and cause us to issue credits or cause customers to fail to renew their subscriptions, any of which could materially adversely affect our business.

***We are dependent on the continued availability of third-party data hosting and transmission services.***

A significant portion of our operating cost is from our third-party data hosting and transmission services. If the costs for such services increase due to vendor consolidation, regulation, contract renegotiation, or otherwise, we may not be able to increase the fees for our inbound platform or services to cover the changes. As a result, our operating results may be significantly worse than forecasted.

***If we do not or cannot maintain the compatibility of our inbound platform with third-party applications that our customers use in their businesses, our revenue will decline.***

A significant percentage of our customers choose to integrate our platform with certain capabilities provided by third-party application providers using application programming interfaces, or APIs, published by these providers. The functionality and popularity of our inbound platform depends, in part, on our ability to integrate our platform with third-party applications and platforms, including CRM, CMS, e-commerce, call center, analytics and social media sites that our customers use and from which they obtain data. Third-party providers of applications and APIs may change the features of their applications and platforms, restrict our access to their applications and platforms or alter the terms governing use of their applications and APIs and access to those applications and platforms in an adverse manner. Such changes could functionally limit or terminate our ability to use these third-party applications and platforms in conjunction with our platform, which could negatively impact our offerings and harm our business. If we fail to integrate our platform with new third-party applications and platforms that our customers use for marketing, sales or services purposes, we may not be able to offer the functionality that our customers need, which would negatively impact our ability to generate revenue and adversely impact our business.

***We rely on data provided by third parties, the loss of which could limit the functionality of our platform and disrupt our business.***

Select functionality of our inbound platform depends on our ability to deliver data, including search engine results and social media updates, provided by unaffiliated third parties, such as Facebook, Google, LinkedIn and Twitter. Some of this data is provided to us pursuant to third-party data sharing policies and terms of use, under data sharing agreements by third-party providers or by customer consent. In the future, any of these third parties could change its data sharing policies, including making them more restrictive, or alter its algorithms that determine the placement, display, and accessibility of search results and social media updates, any of which could result in the loss of, or significant impairment to, our ability to collect and provide useful data to our customers. These third parties could also interpret our, or our service providers', data collection policies or practices as being inconsistent with their policies, which could result in the loss of our ability to collect this data for our customers. Any such changes could impair our ability to deliver data to our customers and could adversely impact select functionality of our platform, impairing the return on investment that our customers derive from using our solution, as well as adversely affecting our business and our ability to generate revenue.

***Privacy concerns and end users' acceptance of Internet behavior tracking may limit the applicability, use and adoption of our inbound platform.***

Privacy concerns may cause end users to resist providing the personal data necessary to allow our customers to use our platform effectively. We have implemented various features intended to enable our customers to better protect end user privacy, but these measures may not alleviate all potential privacy concerns and threats. Even the perception of privacy concerns, whether or not valid, may inhibit market adoption of our platform, especially in certain industries that rely on sensitive personal information. Privacy advocacy groups and the technology and other industries are considering various new, additional or different self-regulatory standards that may place additional burdens on us. The costs of compliance with, and other burdens imposed by these groups' policies and actions may limit the use and adoption of our inbound platform and reduce overall demand for it, or lead to significant fines, penalties or liabilities for any noncompliance or loss of any such action.

*We are subject to governmental regulation and other legal obligations, particularly related to privacy, data protection and information security, and our actual or perceived failure to comply with such obligations could harm our business. Compliance with such laws could also impair our efforts to maintain and expand our customer base, and thereby decrease our revenue.*

Our handling of data is subject to a variety of laws and regulations, including regulation by various government agencies, including the U.S. Federal Trade Commission, or FTC, and various state, local and foreign agencies. We collect personally identifiable information and other data from our customers and leads. We also handle personally identifiable information about our customers' customers. We use this information to provide services to our customers, to support, expand and improve our business. We may also share customers' personally identifiable information with third parties as authorized by the customer or as described in our privacy policy.

The U.S. federal and various state and foreign governments have adopted or proposed limitations on the collection, distribution, use and storage of personal information of individuals. In the United States, the FTC and many state attorneys general are applying federal and state consumer protection laws as imposing standards for the online collection, use and dissemination of data. However, these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other requirements or our practices. Any failure or perceived failure by us to comply with privacy or security laws, policies, legal obligations or industry standards or any security incident that results in the unauthorized release or transfer of personally identifiable information or other customer data may result in governmental enforcement actions, litigation, fines and penalties and/or adverse publicity, and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business.

Some proposed laws or regulations concerning privacy, data protection and information security are in their early stages, and we cannot yet determine the impact these laws and regulations, if implemented, may have on our business. Such laws and regulations may require companies to implement privacy and security policies, permit users to access, correct and delete personal information stored or maintained by such companies, inform individuals of security breaches that affect their personal information, and, in some cases, obtain individuals' consent to use personal information for certain purposes. In addition, a foreign government could require that any personal information collected in a country not be disseminated outside of that country, and we are not currently equipped to comply with such a requirement. Other proposed legislation could, if enacted, impose additional requirements and prohibit the use of certain technologies that track individuals' activities on web pages or that record when individuals click through to an internet address contained in an email message. Such laws and regulations could require us to change features of our platform or restrict our customers' ability to collect and use email addresses, page viewing data and personal information, which may reduce demand for our platform. Our failure to comply with federal, state and international data privacy laws and regulations could harm our ability to successfully operate our business and pursue our business goals.

In addition, several foreign countries and governmental bodies, including the European Union and Canada, have regulations dealing with the collection and use of personal information obtained from their residents, which are often more restrictive than those in the United States. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure and security of personal information that identifies or may be used to identify an individual, such as names, email addresses and in some jurisdictions, Internet Protocol, or IP, addresses. Such regulations and laws may be modified and new laws may be enacted in the future. Within the European Union, legislators are currently considering a revision to the 1995 European Union Data Protection Directive that would include more stringent operational requirements for processors and controllers of personal information and that would impose significant penalties for non-compliance.

We have in the past relied on adherence to the U.S. Department of Commerce's Safe Harbor Privacy Principles and compliance with the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks, which established a means for legitimating the transfer of personally identifiable information by U.S. companies doing business in Europe from the European Economic Area, or EEA, to the U.S. As a result of the October 6, 2015 European Union Court of Justice, or ECJ, opinion in the Schrems v. Data Protection Commissioner case, the U.S. – EU Safe Harbor Framework is no longer deemed to be a valid method of compliance with restrictions set forth in the Data Protection Directive (and member states' implementations thereof) regarding the transfer of data outside of the EEA. In light of the ECJ opinion, we are offering other methods to our customers to enable compliant data transfers from the EEA to the U.S.

We may be unsuccessful in establishing a means for the transfer of data from the EEA that is acceptable to our customers. In addition, data protection regulation is an area of increased focus and changing requirements. Data protection regulations are currently being reviewed and are expected to change in the future. There is no assurance that we will be able to meet new requirements that may be imposed on the transfer of personally identifiable information from the EU to the US without incurring substantial expense or at all. We may experience reluctance or refusal by European or multi-national customers to purchase or continue to use our services due to concerns regarding their data protection obligations. We may find it necessary to establish additional systems to maintain EU-origin data in the EEA, which may involve substantial expense and distraction from other aspects of our business. In addition, if our privacy or data security measures fail to comply with current or future laws and regulations, we may be subject to claims, legal proceedings or other actions by individuals or governmental authorities based on privacy or data protection regulations and our commitments to customers or others, as well as negative publicity and a potential loss of

business. Moreover, if future laws and regulations limit our subscribers' ability to use and share personal information or our ability to store, process and share personal information, demand for our solutions could decrease, our costs could increase, and our business, results of operations and financial condition could be harmed.

New interpretations of existing laws, regulations or standards could require us to incur additional costs and restrict our business operations, and any failure by us to comply with applicable requirements may result in governmental enforcement actions, litigation, fines and penalties or adverse publicity, which could have an adverse effect on our reputation and business.

***If our or our customers' security measures are compromised or unauthorized access to data of our customers or their customers is otherwise obtained, our inbound platform may be perceived as not being secure, our customers may be harmed and may curtail or cease their use of our platform, our reputation may be damaged and we may incur significant liabilities.***

Our operations involve the storage and transmission of data of our customers and their customers, including personally identifiable information. Our storage is typically the sole source of record for portions of our customers' businesses and end user data, such as initial contact information and online interactions. Security incidents could result in unauthorized access to, loss of or unauthorized disclosure of this information, litigation, indemnity obligations and other possible liabilities, as well as negative publicity, which could damage our reputation, impair our sales and harm our customers and our business. Cyber-attacks and other malicious Internet-based activity continue to increase generally, and cloud-based platform providers of marketing services have been targeted. If our security measures are compromised as a result of third-party action, employee or customer error, malfeasance, stolen or fraudulently obtained log-in credentials or otherwise, our reputation could be damaged, our business may be harmed and we could incur significant liability. If third parties with whom we work, such as vendors or developers, violate applicable laws or our security policies, such violations may also put our customers' information at risk and could in turn have an adverse effect on our business. In addition, if the security measures of our customers are compromised, even without any actual compromise of our own systems, we may face negative publicity or reputational harm if our customers or anyone else incorrectly attributes the blame for such security breaches to us or our systems. We may be unable to anticipate or prevent techniques used to obtain unauthorized access or to sabotage systems because they change frequently and generally are not detected until after an incident has occurred. As we increase our customer base and our brand becomes more widely known and recognized, we may become more of a target for third parties seeking to compromise our security systems or gain unauthorized access to our customers' data. Additionally, we provide extensive access to our database, which stores our customer data, to our development team to facilitate our rapid pace of product development. If such access or our own operations cause the loss, damage or destruction of our customers' business data, their sales, lead generation, support and other business operations may be permanently harmed. As a result, our customers may bring claims against us for lost profits and other damages.

Many governments have enacted laws requiring companies to notify individuals of data security incidents or unauthorized transfers involving certain types of personal data. In addition, some of our customers contractually require notification of any data security compromise. Security compromises experienced by our competitors, by our customers or by us may lead to public disclosures, which may lead to widespread negative publicity. Any security compromise in our industry, whether actual or perceived, could harm our reputation, erode customer confidence in the effectiveness of our security measures, negatively impact our ability to attract new customers, cause existing customers to elect not to renew their subscriptions or subject us to third-party lawsuits, regulatory fines or other action or liability, which could materially and adversely affect our business and operating results.

There can be no assurance that any limitations of liability provisions in our contracts for a security breach would be enforceable or adequate or would otherwise protect us from any such liabilities or damages with respect to any particular claim. We also cannot be sure that our existing general liability insurance coverage and coverage for errors or omissions will continue to be available on acceptable terms or will be available in sufficient amounts to cover one or more large claims, or that the insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, financial condition and operating results.

***If our inbound platform fails due to defects or similar problems, and if we fail to correct any defect or other software problems, we could lose customers, become subject to service performance or warranty claims or incur significant costs.***

Our platform and its underlying infrastructure are inherently complex and may contain material defects or errors. We release modifications, updates, bug fixes and other changes to our software several times per day, without traditional human-performed quality control reviews for each release. We have from time to time found defects in our software and may discover additional defects in the future. We may not be able to detect and correct defects or errors before customers begin to use our platform or its applications. Consequently, we or our customers may discover defects or errors after our platform has been implemented. These defects or errors could also cause inaccuracies in the data we collect and process for our customers, or even the loss, damage or inadvertent release of such confidential data. We implement bug fixes and upgrades as part of our regular system maintenance, which may lead to system downtime. Even if we are able to implement the bug fixes and upgrades in a timely manner, any history of defects or inaccuracies



in the data we collect for our customers, or the loss, damage or inadvertent release of confidential data could cause our reputation to be harmed, and customers may elect not to purchase or renew their agreements with us and subject us to service performance credits, warranty claims or increased insurance costs. The costs associated with any material defects or errors in our platform or other performance problems may be substantial and could materially adversely affect our operating results.

## **Risks Related to Intellectual Property**

### ***Our business may suffer if it is alleged or determined that our technology infringes the intellectual property rights of others.***

The software industry is characterized by the existence of a large number of patents, copyrights, trademarks, trade secrets and other intellectual and proprietary rights. Companies in the software industry, including those in marketing software, are often required to defend against litigation claims based on allegations of infringement or other violations of intellectual property rights. Many of our competitors and other industry participants have been issued patents and/or have filed patent applications and may assert patent or other intellectual property rights within the industry. Moreover, in recent years, individuals and groups that are non-practicing entities, commonly referred to as “patent trolls,” have purchased patents and other intellectual property assets for the purpose of making claims of infringement in order to extract settlements. From time to time, we may receive threatening letters or notices or may be the subject of claims that our services and/or platform and underlying technology infringe or violate the intellectual property rights of others. Responding to such claims, regardless of their merit, can be time consuming, costly to defend in litigation, divert management’s attention and resources, damage our reputation and brand and cause us to incur significant expenses. Our technologies may not be able to withstand any third-party claims or rights against their use. Claims of intellectual property infringement might require us to redesign our application, delay releases, enter into costly settlement or license agreements or pay costly damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling our platform. If we cannot or do not license the infringed technology on reasonable terms or at all, or substitute similar technology from another source, our revenue and operating results could be adversely impacted. Additionally, our customers may not purchase our inbound platform if they are concerned that they may infringe third-party intellectual property rights. The occurrence of any of these events may have a material adverse effect on our business.

In our subscription agreements with our customers, we generally do not agree to indemnify our customers against any losses or costs incurred in connection with claims by a third party alleging that a customer’s use of our services or platform infringes the intellectual property rights of the third party. There can be no assurance, however, that customers will not assert a common law indemnity claim or that any existing limitations of liability provisions in our contracts would be enforceable or adequate, or would otherwise protect us from any such liabilities or damages with respect to any particular claim. Our customers who are accused of intellectual property infringement may in the future seek indemnification from us under common law or other legal theories. If such claims are successful, or if we are required to indemnify or defend our customers from these or other claims, these matters could be disruptive to our business and management and have a material adverse effect on our business, operating results and financial condition.

### ***If we fail to adequately protect our proprietary rights, in the United States and abroad, our competitive position could be impaired and we may lose valuable assets, experience reduced revenue and incur costly litigation to protect our rights.***

Our success is dependent, in part, upon protecting our proprietary technology. We rely on a combination of copyrights, trademarks, service marks, trade secret laws and contractual restrictions to establish and protect our proprietary rights in our products and services. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Any of our trademarks or other intellectual property rights may be challenged by others or invalidated through administrative process or litigation. Furthermore, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our technology and use information that we regard as proprietary to create products and services that compete with ours. Some license provisions protecting against unauthorized use, copying, transfer and disclosure of our offerings may be unenforceable under the laws of certain jurisdictions and foreign countries. In addition, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States. To the extent we expand our international activities, our exposure to unauthorized copying and use of our technology and proprietary information may increase.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. No assurance can be given that these agreements will be effective in controlling access to and distribution of our products and proprietary information. Further, these agreements may not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our platform and offerings.

We may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation, could delay further sales or the implementation of our platform and offerings, impair the functionality of our platform and offerings, delay introductions of new features or enhancements, result in our substituting inferior or more costly technologies into our platform and offerings, or injure our reputation.

***Our use of “open source” software could negatively affect our ability to offer our platform and subject us to possible litigation.***

A substantial portion of our cloud-based platform incorporates so-called “open source” software, and we may incorporate additional open source software in the future. Open source software is generally freely accessible, usable and modifiable. Certain open source licenses may, in certain circumstances, require us to offer the components of our platform that incorporate the open source software for no cost, that we make available source code for modifications or derivative works we create based upon, incorporating or using the open source software and that we license such modifications or derivative works under the terms of the particular open source license. If an author or other third party that distributes open source software we use were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, including being enjoined from the offering of the components of our platform that contained the open source software and being required to comply with the foregoing conditions, which could disrupt our ability to offer the affected software. We could also be subject to suits by parties claiming ownership of what we believe to be open source software. Litigation could be costly for us to defend, have a negative effect on our operating results and financial condition and require us to devote additional research and development resources to change our products.

**Risks Related to Government Regulation and Taxation**

***We could face liability, or our reputation might be harmed, as a result of the activities of our customers, the content of their websites or the data they store on our servers.***

As a provider of a cloud-based inbound marketing and sales software platform, we may be subject to potential liability for the activities of our customers on or in connection with the data they store on our servers. Although our customer terms of use prohibit illegal use of our services by our customers and permit us to take down websites or take other appropriate actions for illegal use, customers may nonetheless engage in prohibited activities or upload or store content with us in violation of applicable law or the customer’s own policies, which could subject us to liability or harm our reputation.

Several U.S. federal statutes may apply to us with respect to various customer activities:

- The Digital Millennium Copyright Act of 1998, or DMCA, provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, based on our current business activity as an Internet service provider that does not own or control website content posted by our customers, we generally are not liable for infringing content posted by our customers or other third parties, provided that we follow the procedures for handling copyright infringement claims set forth in the DMCA. Generally, if we receive a proper notice from, or on behalf, of a copyright owner alleging infringement of copyrighted material located on websites we host, and we fail to expeditiously remove or disable access to the allegedly infringing material or otherwise fail to meet the requirements of the safe harbor provided by the DMCA, the copyright owner may seek to impose liability on us. Technical mistakes in complying with the detailed DMCA take-down procedures could subject us to liability for copyright infringement.
- The Communications Decency Act of 1996, or CDA, generally protects online service providers, such as us, from liability for certain activities of their customers, such as the posting of defamatory or obscene content, unless the online service provider is participating in the unlawful conduct. Under the CDA, we are generally not responsible for the customer-created content hosted on our servers. Consequently, we do not monitor hosted websites or prescreen the content placed by our customers on their sites. However, the CDA does not apply in foreign jurisdictions and we may nonetheless be brought into disputes between our customers and third parties which would require us to devote management time and resources to resolve such matters and any publicity from such matters could also have an adverse effect on our reputation and therefore our business.

- In addition to the CDA, the Securing the Protection of our Enduring and Established Constitutional Heritage Act, or the SPEECH Act, provides a statutory exception to the enforcement by a U.S. court of a foreign judgment for defamation under certain circumstances. Generally, the exception applies if the defamation law applied in the foreign court did not provide at least as much protection for freedom of speech and press as would be provided by the First Amendment of the U.S. Constitution or by the constitution and law of the state in which the U.S. court is located, or if no finding of defamation would be supported under the First Amendment of the U.S. Constitution or under the constitution and law of the state in which the U.S. court is located. Although the SPEECH Act may protect us from the enforcement of foreign judgments in the United States, it does not affect the enforceability of the judgment in the foreign country that issued the judgment. Given our international presence, we may therefore, nonetheless, have to defend against or comply with any foreign judgments made against us, which could take up substantial management time and resources and damage our reputation.

Although these statutes and case law in the United States have generally shielded us from liability for customer activities to date, court rulings in pending or future litigation may narrow the scope of protection afforded us under these laws. In addition, laws governing these activities are unsettled in many international jurisdictions, or may prove difficult or impossible for us to comply with in some international jurisdictions. Also, notwithstanding the exculpatory language of these bodies of law, we may become involved in complaints and lawsuits which, even if ultimately resolved in our favor, add cost to our doing business and may divert management's time and attention. Finally, other existing bodies of law, including the criminal laws of various states, may be deemed to apply or new statutes or regulations may be adopted in the future, any of which could expose us to further liability and increase our costs of doing business.

***We may be subject to additional obligations to collect and remit sales tax and other taxes, and we may be subject to tax liability for past sales, which could harm our business.***

State, local and foreign jurisdictions have differing rules and regulations governing sales, use, value added and other taxes, and these rules and regulations are subject to varying interpretations that may change over time. In particular, the applicability of such taxes to our inbound platform in various jurisdictions is unclear. Further, these jurisdictions' rules regarding tax nexus are complex and vary significantly. As a result, we could face the possibility of tax assessments and audits, and our liability for these taxes and associated penalties could exceed our original estimates. A successful assertion that we should be collecting additional sales, use, value added or other taxes in those jurisdictions where we have not historically done so and do not accrue for such taxes could result in substantial tax liabilities and related penalties for past sales, discourage customers from purchasing our application or otherwise harm our business and operating results.

***Changes in tax laws or regulations that are applied adversely to us or our customers could increase the costs of our inbound platform and adversely impact our business.***

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time. Any new taxes could adversely affect our domestic and international business operations, and our business and financial performance. Further, existing tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us. These events could require us or our customers to pay additional tax amounts on a prospective or retroactive basis, as well as require us or our customers to pay fines and/or penalties and interest for past amounts deemed to be due. If we raise our prices to offset the costs of these changes, existing and potential future customers may elect not to continue or purchase our inbound platform in the future. Additionally, new, changed, modified or newly interpreted or applied tax laws could increase our customers' and our compliance, operating and other costs, as well as the costs of our platform. Any or all of these events could adversely impact our business and financial performance.

***We are a multinational organization faced with increasingly complex tax issues in many jurisdictions, and we could be obligated to pay additional taxes in various jurisdictions.***

As a multinational organization, we may be subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the application of which can be uncertain. The amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents, which could have a material adverse effect on our liquidity and operating results. In addition, the authorities in these jurisdictions could review our tax returns and impose additional tax, interest and penalties, and the authorities could claim that various withholding requirements apply to us or our subsidiaries or assert that benefits of tax treaties are not available to us or our subsidiaries, any of which could have a material impact on us and the results of our operations.

***Failure to comply with laws and regulations could harm our business.***

Our business is subject to regulation by various federal, state, local and foreign governmental agencies, including agencies responsible for monitoring and enforcing employment and labor laws, workplace safety, environmental laws, consumer protection laws, anti-bribery laws, import/export controls, federal securities laws and tax laws and regulations. In certain jurisdictions, these regulatory requirements may be more stringent than those in the United States. Noncompliance with applicable regulations or requirements could subject us to investigations, sanctions, mandatory recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties or injunctions.

***We may not be able to utilize a significant portion of our net operating loss carryforwards, which could adversely affect our profitability.***

As of December 31, 2015, we had federal and state net operating loss carryforwards due to prior period losses, which, if not utilized, will begin to expire in 2027 for federal purposes and began to expire in 2014 for state purposes. These net operating loss carryforwards could expire unused and be unavailable to offset future income tax liabilities, which could adversely affect our profitability. In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, which we refer to as the Code, our ability to utilize net operating loss carryforwards or other tax attributes, such as research tax credits, in any taxable year may be further limited if we experience an ownership change. A Section 382 ownership change generally occurs if one or more stockholders or groups of stockholders who own at least 5% of our stock increase their ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. Similar rules may apply under state tax laws. Future issuances of our stock could cause an ownership change. It is possible that an ownership change in connection with a future offering, or any future ownership change, could have a material effect on the use of our net operating loss carryforwards or other tax attributes, which could adversely affect our profitability.

***The standards that private entities use to regulate the use of email have in the past interfered with, and may in the future interfere with, the effectiveness of our inbound platform and our ability to conduct business.***

Our customers rely on email to communicate with their existing or prospective customers. Various private entities attempt to regulate the use of email for commercial solicitation. These entities often advocate standards of conduct or practice that significantly exceed current legal requirements and classify certain email solicitations that comply with current legal requirements as spam. Some of these entities maintain “blacklists” of companies and individuals, and the websites, internet service providers and internet protocol addresses associated with those entities or individuals that do not adhere to those standards of conduct or practices for commercial email solicitations that the blacklisting entity believes are appropriate. If a company’s internet protocol addresses are listed by a blacklisting entity, emails sent from those addresses may be blocked if they are sent to any internet domain or internet address that subscribes to the blacklisting entity’s service or purchases its blacklist.

From time to time, some of our internet protocol addresses may become listed with one or more blacklisting entities due to the messaging practices of our customers. There can be no guarantee that we will be able to successfully remove ourselves from those lists. Blacklisting of this type could interfere with our ability to market our inbound platform and services and communicate with our customers and, because we fulfill email delivery on behalf of our customers, could undermine the effectiveness of our customers’ email marketing campaigns, all of which could have a material negative impact on our business and results of operations.

***Existing federal, state and foreign laws regulate Internet tracking software, the senders of commercial emails and text messages, website owners and other activities, and could impact the use of our inbound platform and potentially subject us to regulatory enforcement or private litigation.***

Certain aspects of how our customers utilize our platform are subject to regulations in the United States, European Union and elsewhere. In recent years, U.S. and European lawmakers and regulators have expressed concern over the use of third-party cookies or web beacons for online behavioral advertising, and legislation adopted recently in the European Union requires informed consent for the placement of a cookie on a user’s device. Regulation of cookies and web beacons may lead to restrictions on our activities, such as efforts to understand users’ Internet usage. New and expanding “Do Not Track” regulations have recently been enacted or proposed that protect users’ right to choose whether or not to be tracked online. These regulations seek, among other things, to allow end users to have greater control over the use of private information collected online, to forbid the collection or use of online information, to demand a business to comply with their choice to opt out of such collection or use, and to place limits upon the disclosure of information to third party websites. These policies could have a significant impact on the operation of our inbound platform and could impair our attractiveness to customers, which would harm our business.

Many of our customers and potential customers in the healthcare, financial services and other industries are subject to substantial regulation regarding their collection, use and protection of data and may be the subject of further regulation in the future. Accordingly, these laws or significant new laws or regulations or changes in, or repeals of, existing laws, regulations or governmental policy may change the way these customers do business and may require us to implement additional features or offer additional contractual terms to satisfy customer and regulatory requirements, or could cause the demand for and sales of our inbound platform to decrease and adversely impact our financial results.

In addition, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, or the CAN-SPAM Act, establishes certain requirements for commercial email messages and specifies penalties for the transmission of commercial email messages that are intended to deceive the recipient as to source or content. The CAN-SPAM Act, among other things, obligates the sender of commercial emails to provide recipients with the ability to opt out of receiving future commercial emails from the sender. The ability of our customers' message recipients to opt out of receiving commercial emails may minimize the effectiveness of the email components of our inbound platform. In addition, certain states and foreign jurisdictions, such as Australia, Canada and the European Union, have enacted laws that regulate sending email, and some of these laws are more restrictive than U.S. laws. For example, some foreign laws prohibit sending unsolicited email unless the recipient has provided the sender advance consent to receipt of such email, or in other words has "opted-in" to receiving it. A requirement that recipients opt into, or the ability of recipients to opt out of, receiving commercial emails may minimize the effectiveness of our platform.

While these laws and regulations generally govern our customers' use of our platform, we may be subject to certain laws as a data processor on behalf of, or as a business associate of, our customers. For example, laws and regulations governing the collection, use and disclosure of personal information include, in the United States, rules and regulations promulgated under the authority of the Federal Trade Commission, the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach-Bliley Act of 1999 and state breach notification laws, and internationally, the Data Protection Directive in the European Union and the Federal Data Protection Act in Germany. If we were found to be in violation of any of these laws or regulations as a result of government enforcement or private litigation, we could be subjected to civil and criminal sanctions, including both monetary fines and injunctive action that could force us to change our business practices, all of which could adversely affect our financial performance and significantly harm our reputation and our business.

***We are subject to governmental export controls and economic sanctions laws that could impair our ability to compete in international markets and subject us to liability if we are not in full compliance with applicable laws.***

Our business activities are subject to various restrictions under U.S. export controls and trade and economic sanctions laws, including the U.S. Commerce Department's Export Administration Regulations and economic and trade sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control. If we fail to comply with these laws and regulations, we and certain of our employees could be subject to civil or criminal penalties and reputational harm. Obtaining the necessary authorizations, including any required license, for a particular transaction may be time-consuming, is not guaranteed, and may result in the delay or loss of sales opportunities. Furthermore, U.S. export control laws and economic sanctions laws prohibit certain transactions with U.S. embargoed or sanctioned countries, governments, persons and entities. Although we take precautions to prevent transactions with U.S. sanction targets, the possibility exists that we could inadvertently provide our solutions to persons prohibited by U.S. sanctions. This could result in negative consequences to us, including government investigations, penalties and reputational harm.

#### **Risks Related to Our Operating Results and Financial Condition**

***We may experience quarterly fluctuations in our operating results due to a number of factors, which makes our future results difficult to predict and could cause our operating results to fall below expectations or our guidance.***

Our quarterly operating results have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control. As a result, our past results may not be indicative of our future performance, and comparing our operating results on a period-to-period basis may not be meaningful. In addition to the other risks described in this Annual Report on Form 10-K, factors that may affect our quarterly operating results include the following:

- changes in spending on marketing and sales software by our current or prospective customers;
- pricing our inbound platform subscriptions effectively so that we are able to attract and retain customers without compromising our profitability;
- attracting new customers for both our marketing and sales software, increasing our existing customers' use of our platform and providing our customers with excellent customer support;
- customer renewal rates and the amounts for which agreements are renewed;
- global awareness of our thought leadership and brand;

- changes in the competitive dynamics of our market, including consolidation among competitors or customers and the introduction of new products or product enhancements;
- changes to the commission plans, quotas and other compensation-related metrics for our sales representatives;
- the amount and timing of payment for operating expenses, particularly research and development, sales and marketing expenses and employee benefit expenses;
- the amount and timing of costs associated with recruiting, training and integrating new employees while maintaining our company culture;
- our ability to manage our existing business and future growth, including increases in the number of customers on our platform and the introduction and adoption of our inbound platform in new markets outside of the United States;
- unforeseen costs and expenses related to the expansion of our business, operations and infrastructure, including disruptions in our hosting network infrastructure and privacy and data security;
- foreign currency exchange rate fluctuations; and
- general economic and political conditions in our domestic and international markets.

We may not be able to accurately forecast the amount and mix of future subscriptions, revenue and expenses and, as a result, our operating results may fall below our estimates or the expectations of public market analysts and investors. If our revenue or operating results fall below the expectations of investors or securities analysts, or below any guidance we may provide, the price of our common stock could decline.

***If we do not accurately predict subscription renewal rates or otherwise fail to forecast our revenue accurately, or if we fail to match our expenditures with corresponding revenue, our operating results could be adversely affected.***

Because our recent growth has resulted in the rapid expansion of our business, we do not have a long history upon which to base forecasts of renewal rates with customers or future operating revenue. As a result, our operating results in future reporting periods may be significantly below the expectations of the public market, equity research analysts or investors, which could harm the price of our common stock.

***Because we generally recognize revenue from subscriptions ratably over the term of the agreement, near term changes in sales may not be reflected immediately in our operating results.***

We offer our inbound platform primarily through a mix of monthly, quarterly and single-year subscription agreements and generally recognize revenue ratably over the related subscription period. As a result, much of the revenue we report in each quarter is derived from agreements entered into during prior months, quarters or years. In addition, we do not record deferred revenue beyond amounts invoiced as a liability on our balance sheet. A decline in new or renewed subscriptions or marketing solutions agreements in any one quarter is not likely to be reflected immediately in our revenue results for that quarter. Such declines, however, would negatively affect our revenue and deferred revenue balances in future periods, and the effect of significant downturns in sales and market acceptance of our platform, and potential changes in our rate of renewals, may not be fully reflected in our results of operations until future periods. Our subscription model also makes it difficult for us to rapidly increase our total revenue and deferred revenue balance through additional sales in any period, as revenue from new customers must be recognized over the applicable subscription term.

***We are exposed to fluctuations in currency exchange rates.***

We face exposure to movements in currency exchange rates, which may cause our revenue and operating results to differ materially from expectations. Our operating results could be negatively affected depending on the amount of expense denominated in foreign currencies, primarily the Euro. As exchange rates vary, revenue, cost of revenue, operating expenses and other operating results, when re-measured, may differ materially from expectations. In addition, our operating results are subject to fluctuation if our mix of U.S. and foreign currency denominated transactions and expenses changes in the future. Although we may apply certain strategies to mitigate foreign currency risk, these strategies might not eliminate our exposure to foreign exchange rate fluctuations and would involve costs and risks of their own, such as ongoing management time and expertise, external costs to implement the strategies and potential accounting implications. Additionally, as we anticipate growing our business further outside of the United States, the effects of movements in currency exchange rates will increase as our transaction volume outside of the United States increases.

## Risks Related to Our Common Stock

***Our stock price may be volatile and you may be unable to sell your shares at or above the price you purchased them.***

The trading prices of the securities of technology companies, including providers of software via the cloud-based model, have been highly volatile. Since shares of our common stock were sold in our initial public offering in October 2014 at a price of \$25.00 per share, our stock price has ranged from \$25.79 to \$59.55, through December 31, 2015. The market price of our common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in our revenue and other operating results, including as a result of the addition or loss of any number of customers;
- announcements by us or our competitors of significant technical innovations, acquisitions, strategic partnerships, joint ventures or capital commitments;
- the financial projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of us, changes in ratings and financial estimates and the publication of other news by any securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors;
- changes in operating performance and stock market valuations of cloud-based software or other technology companies, or those in our industry in particular;
- price and volume fluctuations in the trading of our common stock and in the overall stock market, including as a result of trends in the economy as a whole;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business or industry, including data privacy and data security;
- lawsuits threatened or filed against us;
- changes in key personnel; and
- other events or factors, including changes in general economic, industry and market conditions and trends.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many technology companies. Stock prices of many technology companies have fluctuated in a manner unrelated or disproportionate to the operating performance of those companies.

In the past, stockholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and adversely affect our business.

***We will incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, particularly since we no longer qualify as an “emerging growth company,” which could adversely affect our business, operating results and financial condition.***

As a public company, and particularly since we no longer qualify as an “emerging growth company,” we will continue to incur significant legal, accounting and other expenses. We are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, and the rules and regulations of the New York Stock Exchange, or NYSE. These requirements have increased and will continue to increase our legal, accounting and financial compliance costs and have made and will continue to make some activities more time consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to maintain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

The Sarbanes-Oxley Act requires, among other things, that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, Section 404 of the Sarbanes-Oxley Act, or Section 404, requires us to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm to attest to, the effectiveness of our internal control over financial reporting. Our compliance with applicable provisions of Section 404 requires that we incur substantial accounting expense and expend significant management time on compliance-related issues as we implement additional corporate governance practices and comply with reporting requirements. Moreover, if we are not able to comply with the requirements of Section 404 applicable to us in a timely manner, or if we or our independent registered public accounting firm identifies deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, which would require additional financial and management resources. We have in the past identified control deficiencies, including a material weakness during the quarters ended June 30, 2015 and September 30, 2015. While we have remediated this material weakness and continue to seek improvements to enhance our control environment, we may identify additional material weaknesses or other deficiencies in the future.

Furthermore, investor perceptions of our company may suffer if deficiencies are found, and this could cause a decline in the market price of our stock. Irrespective of compliance with Section 404, any failure of our internal control over financial reporting could have a material adverse effect on our stated operating results and harm our reputation. If we are unable to implement these requirements effectively or efficiently, it could harm our operations, financial reporting, or financial results and could result in an adverse opinion on our internal controls from our independent registered public accounting firm.

***Our ability to raise capital in the future may be limited, and our failure to raise capital when needed could prevent us from growing.***

Our business and operations may consume resources faster than we anticipate. In the future, we may need to raise additional funds to invest in future growth opportunities. Additional financing may not be available on favorable terms, if at all. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could seriously harm our business and operating results. If we incur debt, the debt holders would have rights senior to common stockholders to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of our common stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. As a result, our stockholders bear the risk of our future securities offerings reducing the market price of our common stock and diluting their interest.

***Anti-takeover provisions in our charter documents and Delaware law may delay or prevent an acquisition of our company.***

Our amended and restated certificate of incorporation, amended and restated bylaws and Delaware law contain provisions that may have the effect of delaying or preventing a change in control of us or changes in our management. Our amended and restated certificate of incorporation and bylaws include provisions that:

- authorize “blank check” preferred stock, which could be issued by the board without stockholder approval and may contain voting, liquidation, dividend and other rights superior to our common stock;
- provide for a classified board of directors whose members serve staggered three-year terms;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairperson of the board, the chief executive officer or the president;
- prohibit stockholder action by written consent;
- establish an advance notice procedure for stockholder approvals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- specify that no stockholder is permitted to cumulate votes at any election of directors;
- authorize our board of directors to modify, alter or repeal our amended and restated bylaws; and
- require supermajority votes of the holders of our common stock to amend specified provisions of our charter documents.



These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders owning in excess of 15% of our outstanding voting stock to merge or combine with us in certain circumstances.

Any provision of our amended and restated certificate of incorporation or amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

**ITEM 2. Properties**

We occupy approximately 180,000 square feet of office space in Cambridge, Massachusetts pursuant to lease agreements that expire through 2027. We also maintain offices in Portsmouth, New Hampshire, Dublin, Ireland, Sydney, Australia and Singapore. We believe that our current facilities are suitable and adequate to meet our current needs. We intend to add new facilities or expand existing facilities as we add employees, and we believe that suitable additional or substitute space will be available as needed to accommodate any such expansion of our operations.

**ITEM 3. Legal Proceedings**

From time to time we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of these ordinary course matters will not have a material adverse effect on our business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

**ITEM 4. Mine Safety Disclosures Mine Safety Disclosures**

Not Applicable.

**PART II**

**ITEM 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

***Market Information for Common Stock***

Our common stock has been listed on the New York Stock Exchange under the symbol “HUBS” since October 9, 2014. Prior to that date, there was no public trading market for our common stock. Our initial public offering was priced at \$25.00 per share on October 8, 2014. The following table sets forth for the periods indicated the high and low sales prices per share of our common stock as reported on the New York Stock Exchange:

	<b>2015</b>	
	<b>High</b>	<b>Low</b>
First quarter	\$ 43.47	\$ 32.52
Second quarter	\$ 53.32	\$ 38.00
Third quarter	\$ 54.12	\$ 42.74
Fourth quarter	\$ 59.55	\$ 45.74

	<b>2014</b>	
	<b>High</b>	<b>Low</b>
Fourth Quarter (from October 9, 2014 to December 31, 2014)	\$ 38.60	\$ 25.79

As of February 12, 2016 we had 102 holders of record of our common stock. The actual number of shareholders is greater than this number of record holders, and includes shareholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include shareholders whose shares may be held in trust by other entities.

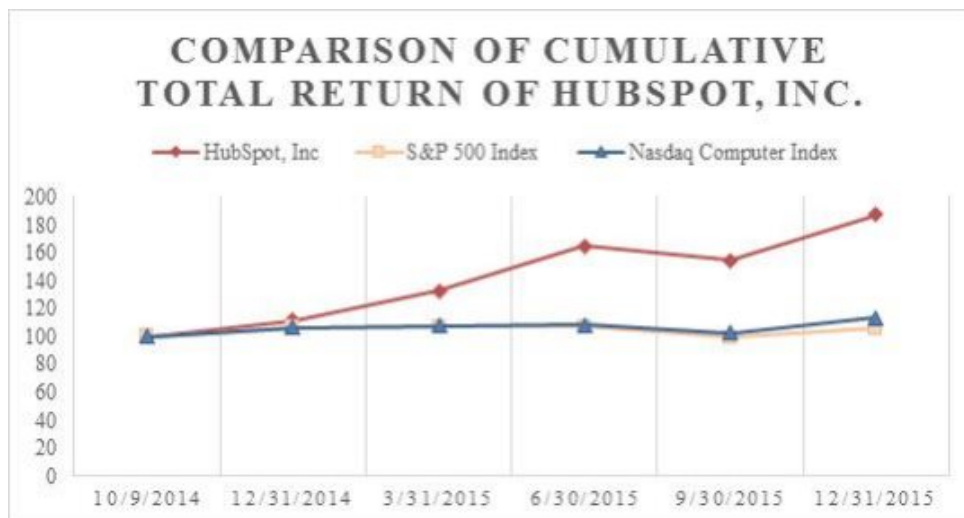
***Dividends***

We have never declared or paid any cash dividends on our common stock. We currently anticipate that we will retain future earnings to fund development and growth of our business, and do not anticipate paying cash dividends in the foreseeable future.

***Performance Graph***

This performance graph shall not be deemed “soliciting material” or to be “filed” with the Securities and Exchange Commission for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of the company under the Securities Act of 1933, as amended (the “Securities Act”) or the Exchange Act.

The following graph shows a comparison from October 9, 2014 (the date our common stock commenced trading on the NYSE) through December 31, 2015 of the cumulative total return for our common stock, the NASDAQ Computer Index and the S&P 500 Index. Such returns are based on historical results and are not intended to suggest future performance.



	10/9/2014	12/31/2014	3/31/2015	6/30/2015	9/30/2015	12/31/2015
HubSpot	100	112	133	165	154	187
S&P 500 Index	100	107	107	107	100	106
Nasdaq Computer Index	100	107	108	108	103	113

**Recent Sales of Unregistered Securities**

None.

**Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

None.

**Securities Authorized for Issuance Under Equity Compensation Plans**

See Item 12, “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” for information regarding securities authorized for issuance.

**ITEM 6. Selected Consolidated Financial Data**

You should read the selected consolidated financial data below in conjunction with “Management’s discussion and analysis of financial condition and results of operations” and the consolidated financial statements, related notes and other financial information included elsewhere in this Annual Report on Form 10-K. The selected consolidated financial data in this section are not intended to replace the consolidated financial statements and are qualified in their entirety by the consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

The following selected consolidated statements of operations data for the years ended December 31, 2015, 2014, and 2013, and the consolidated balance sheet data as of December 31, 2015 and 2014, have been derived from our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K. The consolidated statements of operations data for the years ended December 31, 2012 and 2011 and the consolidated balance sheet data as of December 31, 2012 have been derived from our audited consolidated financial statements not included in this Annual Report on Form 10-K. The consolidated balance sheet data as of December 31, 2011 has been derived from our unaudited consolidated financial statements not included in this Annual Report on Form 10-K. The consolidated statements of operations data for the years ended December 31, 2014 through 2011 have been adjusted to reflect the reclassification of credit card fees from cost of revenue subscription to general and administrative expenses. The amounts

reclassified were \$2 million in 2014, \$1.5 million in 2013, \$1.1 million in 2012, and \$748 thousand in 2011. Our historical results are not necessarily indicative of the results that may be expected in the future.

	Year Ended December 31,				
	2015	2014	2013	2012	2011
(in thousands, except per share data)					
<b>Consolidated Statements of Operations Data:</b>					
Revenue:					
Subscription	\$ 167,920	\$ 106,319	\$ 70,819	\$ 45,870	\$ 25,702
Professional services and other	14,023	9,557	6,815	5,734	2,851
Total revenue	<u>181,943</u>	<u>115,876</u>	<u>77,634</u>	<u>51,604</u>	<u>28,553</u>
Cost of revenue:					
Subscription (1)	32,271	23,655	18,745	9,689	4,964
Professional services and other (1)	15,652	11,425	8,759	6,004	6,368
Total cost of revenue	<u>47,923</u>	<u>35,080</u>	<u>27,504</u>	<u>15,693</u>	<u>11,332</u>
Total gross profit	<u>134,020</u>	<u>80,796</u>	<u>50,130</u>	<u>35,911</u>	<u>17,221</u>
Operating expenses:					
Research and development (1)	32,457	25,638	15,018	10,585	10,031
Sales and marketing (1)	112,629	78,809	53,158	34,949	24,088
General and administrative (1)	35,408	24,958	16,204	9,117	7,517
Total operating expenses	<u>180,494</u>	<u>129,405</u>	<u>84,380</u>	<u>54,651</u>	<u>41,636</u>
Loss from operations	<u>(46,474)</u>	<u>(48,609)</u>	<u>(34,250)</u>	<u>(18,740)</u>	<u>(24,415)</u>
Other income (expense)					
Interest income	390	46	34	26	36
Interest expense	(185)	(322)	(20)	(63)	(30)
Other expense	628	564	(38)	(1)	(2)
Total other income (expense)	<u>833</u>	<u>288</u>	<u>(24)</u>	<u>(38)</u>	<u>4</u>
Net loss before income tax (provision) benefit	<u>(45,641)</u>	<u>(48,321)</u>	<u>(34,274)</u>	<u>(18,778)</u>	<u>(24,411)</u>
Income tax (provision) benefit	<u>(412)</u>	<u>92</u>	<u>—</u>	<u>—</u>	<u>—</u>
Net loss	<u>(46,053)</u>	<u>(48,229)</u>	<u>(34,274)</u>	<u>(18,778)</u>	<u>(24,411)</u>
Preferred stock accretion	—	331	54	81	87
Deemed dividend to investors	—	—	—	—	973
Net loss attributable to common stockholders	<u>(46,053)</u>	<u>(48,560)</u>	<u>(34,328)</u>	<u>(18,859)</u>	<u>(25,471)</u>
Net loss per common share, basic and diluted (2)	<u>\$ (1.39)</u>	<u>\$ (4.20)</u>	<u>\$ (6.71)</u>	<u>\$ (4.01)</u>	<u>\$ (6.19)</u>
Weighted average common shares used in computing basic and diluted net loss per common share (2)	33,222	11,562	5,113	4,699	4,115

- (1) Stock-based compensation included in the consolidated statements of operations data above was as follows:

	Year Ended December 31,				
	2015	2014	2013	2012	2011
	(in thousands)				
<b>Cost of revenue:</b>					
Subscription	\$ 341	\$ 128	\$ 50	\$ 27	\$ 16
Professional services and other	1,216	498	211	100	131
Research and development	6,327	6,190	691	739	2,341
Sales and marketing	7,658	5,596	1,194	691	647
General and administrative	5,766	3,946	1,318	958	1,484
<b>Total stock-based compensation</b>	<b>\$ 21,308</b>	<b>\$ 16,358</b>	<b>\$ 3,464</b>	<b>\$ 2,515</b>	<b>\$ 4,619</b>

- (2) See Note 2 to our consolidated financial statements for further details on the calculation of basic and diluted net loss per share attributable to common stockholders.

	As of December 31,				
	2015	2014	2013	2012	2011
	(in thousands)				
<b>Consolidated Balance sheet Data:</b>					
Cash and cash equivalents	\$ 55,580	\$ 123,721	\$ 12,643	\$ 41,097	\$ 13,972
Working capital, excluding deferred revenue	118,854	130,886	13,803	39,934	12,875
Total assets	220,379	174,858	50,559	65,651	35,411
Deferred revenue	65,139	41,305	24,906	16,017	8,179
Total liabilities	98,671	64,159	42,514	27,621	17,053
Total redeemable convertible preferred stock	—	—	101,293	101,239	66,062
Total stockholders' equity (deficit)	\$ 121,708	\$ 110,699	\$ (93,248)	\$ (63,209)	\$ (47,702)

## ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes that appear elsewhere in this Annual Report on Form 10-K. As discussed in the section titled "Special Note Regarding Forward-Looking Statements," the following discussion and analysis contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" included under Part I, Item 1A within this Annual Report on Form 10-K.*

### Company Overview

We provide a cloud-based marketing and sales software platform that enables businesses to deliver an inbound experience. An inbound marketing and sales experience attracts, engages and delights customers by being more relevant, more helpful, more personalized and less interruptive than traditional marketing and sales tactics. Our software platform features integrated applications to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers and delight customers so that they become promoters of those businesses. These integrated applications include social media, search engine optimization, blogging, website content management, marketing automation, email, CRM, analytics and reporting.

We designed our all-in-one platform from the ground up to enable businesses to provide an inbound experience to their prospects and customers. At the core of our platform is a single inbound database for each business that captures its customer activity throughout the customer lifestyle. Our platform uses our centralized inbound database to empower businesses to create more personalized interactions with customers, such as personalized emails, personalized social media alerts, personalized websites and targeted alerts for sales people. We provide a comprehensive set of integrated applications on our platform, which offers businesses ease of use, power and simplicity. We designed and built our platform to serve a large numbers of customers of any size with demanding use cases.

While our platform can scale to the enterprise, we focus on selling to mid-market businesses because we believe we have significant competitive advantages attracting and serving them. We efficiently reach these businesses at scale through our proven inbound go-to-market approach and more than marketing 2,900 agency partners worldwide. Our platform is particularly suited to serving the needs of mid-market business-to-business companies. These mid-market businesses seek an integrated, easy to implement and easy to use solution to reach customers and compete with organizations that have larger marketing and sales budgets. As of December 31, 2015, we had 18,116 customers of varying sizes in more than 90 countries, representing almost every industry.

Our platform is a multi-tenant, single code-based and globally available software-as-a-service, or SaaS, product delivered through web browsers or mobile applications. We sell our platform on a subscription basis and generated revenue of \$181.9 million in 2015, \$115.9 million in 2014, and \$77.6 million in 2013, representing year-over-year increases of 57% in 2015 and 49% in 2014. We had net losses of \$46.1 million in 2015, \$48.2 million in 2014, and \$34.3 million in 2013, primarily due to increased investments in our growth.

We derive most of our revenue from subscriptions to our cloud-based software platform and related professional services, which consist of customer on-boarding and training services. Subscription revenue accounted for 92% of our total revenue for the years ended December 31, 2015 and 2014 and 91% of our total revenue for the year ended December 31, 2013. We sell three product plans at different base prices on a subscription basis, each of which includes our core platform and integrated applications to meet the needs of the various customers we serve. Customers pay additional fees if the number of contacts stored and tracked in the customer's database exceeds specified thresholds. We generate additional revenue based on the purchase of additional subscriptions, purchases of our add-on products and the number of account users, subdomains and website visits. Substantially all of our customers' subscriptions are one year or less in duration.

Subscriptions are non-cancelable and are billed in advance on various schedules. Because the mix of billing terms for orders can vary from period to period, the annualized value of the orders we enter into with our customers will not be completely reflected in deferred revenue at any single point in time. Accordingly, we do not believe that change in deferred revenue is an accurate indicator of future revenue for a given period of time.

Professional services and other revenue accounted for 8% of our total revenue for the years ended December 31, 2015 and 2014 and 9% of total revenue for the year ended December 31, 2013. Most of our customers purchase on-boarding and training services which are designed to help customers enhance their ability to attract, engage and delight their customers using our platform.

Our customer base has grown from 13,607 customers at the end of 2014 to 18,116 customers as of December 31, 2015, which has resulted in rapid revenue growth. As of December 31, 2015, approximately 27 % of our customers were located outside of the United States and these customers generated approximately 24 % of our total revenue for the year ended December 31, 2015. We opened our first international office in Dublin, Ireland in January 2013, a second international office in Sydney, Australia in August 2014, a third international office in Singapore in October 2015, and have announced a fourth international office in Japan. We plan to further grow our international business and expand to other geographies.

We have focused on rapidly growing our business and plan to continue to make investments to help us address some of the challenges facing us to support this growth, such as demand for our platform by existing and new customers, significant competition from other providers of marketing software and related applications and rapid technological change in our industry. We believe that the growth of our business is dependent on many factors, including our ability to expand our customer base, increase adoption of our platform within existing customers, develop new products and applications to extend the functionality of our platform and provide a high level of customer service. We expect to increase our investment in sales and marketing as we continue to expand our sales teams, increase our marketing activities and grow our international operations. We also expect to increase our investment in research and development as we continue to introduce new products and applications to extend the functionality of our platform. We also intend to invest in maintaining a high level of customer service and support which we consider critical for our continued success. We plan to continue investing in our data center infrastructure and services capabilities in order to support continued future customer growth. We also expect to continue to incur additional general and administrative expenses as a result of both our growth and the infrastructure required to be a public company. We expect to use the proceeds from our recent stock offerings to fund these growth strategies and do not expect to be profitable in the near term.

We believe that these investments will result in an increase in our subscription revenue base and improvement in the retention of this base. This will result in revenue increasing faster than the increase in sales and marketing, research and development and general and administrative expenses, exclusive of stock-based compensation, as we reach economies of scale. With this increased operating leverage, we expect our gross and operating margins to increase in the long term. However, we will incur losses in the short term. If we are unable to achieve our revenue growth objectives, including a high rate of renewals of our customer agreements, we may not be able to achieve profitability.

### Key Business Metrics

We use the following key business metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections and make strategic decisions. Our key business metrics may be calculated in a manner different than similar key business metrics used by other companies.

	Year Ended December 31,		
	2015	2014	2013
Total customers	18,116	13,607	10,111
Average subscription revenue per customer	\$ 10,419	\$ 8,926	\$ 7,752
Subscription dollar retention rate	99.2%	92.7%	82.9%

**Total Customers.** We believe that our ability to increase our customer base is an indicator of our market penetration and growth of our business as we continue to expand our sales force and invest in marketing efforts. We define our total customers at the end of a particular period as the number of business entities or individuals with one or more paid subscriptions to our marketing platform, either paid directly or through an agency partner. We do not include in total customers business entities or individuals with one or more paid subscriptions solely for our Sidekick product. A single customer may have separate paid subscriptions for separate websites, but we count these as one customer if the subscriptions are managed by the same business entity or individual. For more information about our customers, see the section of this Annual Report on Form 10-K captioned “Business—Our Customers.”

**Average Subscription Revenue per Customer.** We believe that our ability to increase the average subscription revenue per customer is an indicator of our ability to grow the long-term value of our existing customer relationships. We define average subscription revenue per customer during a particular period as subscription revenue from our total customers during the period divided by the average total customers during the same period. We expect our average subscription revenue per customer to continue to increase over time.

**Subscription Dollar Retention Rate.** We believe that our ability to retain and expand a customer relationship is an indicator of the stability of our revenue base and the long-term value of our customers. We assess our performance in this area using a metric we refer to as our Subscription Dollar Retention Rate. We compare the aggregate Contractual Monthly Subscription Revenue of our customer base as of the beginning of each month, which we refer to as Retention Base Revenue, to the aggregate Contractual Monthly Subscription Revenue of the same group of customers at the end of that month, which we refer to as Retained Subscription Revenue. We define Contractual Monthly Subscription Revenue as the total amount of subscription fees contractually committed to be paid for

a full month under all of our customer agreements, excluding any commissions owed to our partners. We do not include in Contractual Monthly Subscription Revenue any subscription fees contractually committed to be paid by business entities or individuals with subscriptions solely for our Sidekick product. Our Subscription Dollar Retention Rate for a given period is calculated by first dividing Retained Subscription Revenue by Retention Base Revenue for each month in the period, calculating the weighted average of these rates using the Retention Base Revenue for each month in the period, and then annualizing the resulting rates.

## **Key Components of Consolidated Statements of Operations**

### **Revenue**

We derive our revenue from two major sources, revenue from subscriptions to our inbound platform and professional services and other revenue consisting mainly of on-boarding and training services fees.

Subscription based revenue is derived from customers using our software platform for their inbound marketing and sales needs. Our software platform includes integrated applications that allow businesses to manage social media, search engine optimization, blogging, website content, marketing automation, email, analytics and reporting. Substantially all of our customers' subscriptions are one year or less in duration. Subscriptions are non-cancelable and are billed in advance on various schedules. All subscription fees that are billed in advance of service are recorded in deferred revenue. Subscription based revenue is recognized net of consideration paid to marketing agency partners when the agency partner purchases the subscription directly from us, as in these instances our customer is the partner and our remaining obligations are to the partner.

Professional services and other revenue are derived primarily from customer on-boarding and training services. The on-boarding and training services provided to customers typically involves an implementation specialist. An implementation specialist will typically work with our customers to enhance their understanding of how to attract leads and convert them into customers through search engine optimization, social media, blogging and other content. Training is generally sold in connection with a customer's initial subscription and is billed in advance. The training is also available to be purchased separately following a customer's purchase of its initial subscription and our marketing agency partners routinely provide the same training to customers.

### **Cost of Revenue and Operating Expenses**

#### ***Cost of Revenue***

Cost of subscription revenue consists primarily of managed hosting providers and other third-party service providers, employee-related costs including payroll, benefits and stock-based compensation expense for our customer support team, amortization of capitalized software development costs and acquired technology, and allocated overhead costs, which we define as rent, facilities and costs related to information technology, or IT.

Cost of professional services and other revenue consists primarily of personnel costs of our professional services organization, including salaries, benefits, bonuses and stock-based compensation, as well as allocated overhead costs.

We expect that cost of subscription and professional services and other revenue will increase in absolute dollars as we continue to invest in growing our business. Over time, we expect to gain benefits of scale associated with our costs of hosting our software platform relative to subscription revenues, resulting in improved subscription gross margin. We expect to continue to generate negative gross margins related to professional services in the near term.

#### ***Research and Development***

Research and development expenses consist primarily of personnel costs of our development team, including payroll, benefits and stock-based compensation expense and allocated overhead costs. We capitalize certain software development costs that are attributable to developing new products and adding incremental functionality to our software platform and amortize such costs as costs of subscription revenue over the estimated life of the new product or incremental functionality, which is generally two years. We focus our research and development efforts on improving our products and developing new ones, delivering new functionality and enhancing the customer experience. We believe delivering new functionalities for our customers is an integral part of our solution and provides our customers with access to a broad array of options and information critical to their marketing efforts. We expect to continue to make investments in and expand our offerings to enhance our customers' experience and satisfaction and attract new customers. We expect research and development expenses to increase in absolute dollars as we continue to increase the functionality of our software platform.



### ***Sales and Marketing***

Sales and marketing expenses consist primarily of personnel costs of our sales and marketing employees, including sales commissions and incentives, benefits and stock-based compensation expense, marketing programs, including lead generation, costs of our annual INBOUND conference, and other brand building expenses and allocated overhead costs. We defer certain sales commissions related to acquiring new customers and amortize them ratably over the term of the corresponding subscription agreement. Sales and marketing expenses also include commissions paid to our marketing agency partners when we are the primary obligor for providing the subscription that has been purchased.

We plan to continue to expand sales and marketing to grow our customer base and increase sales to existing customers. This growth will include adding sales personnel and expanding our marketing activities to continue to generate additional leads and build brand awareness. We expect sales and marketing expenses will increase as a result of hiring net new quota-carrying sales representatives in the United States and worldwide, adding to the marketing staff and expanding our annual INBOUND conference. Over time, we expect sales and marketing expenses will decline as a percentage of total revenue.

### ***General and Administrative***

General and administrative expenses consist of personnel costs and related expenses for executive, finance, legal, human resources, employee-related information technology, administrative personnel, including payroll, benefits and stock-based compensation expense; professional fees for external legal, accounting and other consulting services; and allocated overhead costs. We expect that general and administrative expenses will increase on an absolute dollar basis but decrease as a percentage of total revenue as we focus on processes, systems and controls to enable the our internal support functions to scale with the growth of our business. We also anticipate continuing increases to general and administrative expenses as we incur the costs of compliance associated with being a publicly traded company, including audit and consulting fees.

### ***Other Income (Expense)***

Other income (expense) includes interest income and expense and the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities. The additions of our international offices in Dublin, Ireland in 2013, Sydney, Australia in 2014, and Singapore in 2015 have increased our exposure to foreign currency fluctuations.

### ***Income Tax (Provision) Benefit***

The income tax (provision) benefit consists of current and deferred taxes for U.S. and foreign jurisdictions. We have historically had a taxable loss in our most significant jurisdictions and a full valuation allowance against the majority of our deferred tax assets. We expect this to continue in the near term.

## Results of Operations

The following tables set forth certain consolidated financial data in dollar amounts and as a percentage of total revenue.

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
<b>Revenue:</b>			
Subscription	\$ 167,920	\$ 106,319	\$ 70,819
Professional services and other	14,023	9,557	6,815
Total revenue	<u>181,943</u>	<u>115,876</u>	<u>77,634</u>
<b>Cost of revenue:</b>			
Subscription	32,271	23,655	18,745
Professional services and other	15,652	11,425	8,759
Total cost of revenue	<u>47,923</u>	<u>35,080</u>	<u>27,504</u>
Gross profit	<u>134,020</u>	<u>80,796</u>	<u>50,130</u>
<b>Operating expenses:</b>			
Research and development	32,457	25,638	15,018
Sales and marketing	112,629	78,809	53,158
General and administrative	35,408	24,958	16,204
Total operating expenses	<u>180,494</u>	<u>129,405</u>	<u>84,380</u>
Loss from operations	<u>(46,474)</u>	<u>(48,609)</u>	<u>(34,250)</u>
<b>Other income (expense):</b>			
Interest income	390	46	34
Interest expense	(185)	(322)	(20)
Other expense	628	564	(38)
Total other income (expense)	<u>833</u>	<u>288</u>	<u>(24)</u>
Loss before income tax (provision) benefit	<u>(45,641)</u>	<u>(48,321)</u>	<u>(34,274)</u>
Income tax (provision) benefit	<u>(412)</u>	<u>92</u>	<u>—</u>
Net loss	<u>\$ (46,053)</u>	<u>\$ (48,229)</u>	<u>\$ (34,274)</u>

	Year Ended December 31,		
	2015	2014	2013
<b>Revenue:</b>			
Subscription	92%	92%	91%
Professional services and other	8	8	9
Total revenue	<u>100</u>	<u>100</u>	<u>100</u>
<b>Cost of revenue:</b>			
Subscription	18	20	24
Professional services and other	9	10	11
Total cost of revenue	<u>26</u>	<u>30</u>	<u>35</u>
Gross profit	<u>74</u>	<u>70</u>	<u>65</u>
<b>Operating expenses:</b>			
Research and development	18	22	19
Sales and marketing	62	68	68
General and administrative	19	22	21
Total operating expenses	<u>99</u>	<u>112</u>	<u>109</u>
Loss from operations	<u>(26)</u>	<u>(42)</u>	<u>(44)</u>
Total other income (expense)	<u>—</u>	<u>—</u>	<u>—</u>
Loss before income tax (provision) benefit	<u>(25)</u>	<u>(42)</u>	<u>(44)</u>
Income tax (provision) benefit	<u>—</u>	<u>—</u>	<u>—</u>
Net loss	<u>(25)%</u>	<u>(42)%</u>	<u>(44)%</u>

\* Percentages are based on actual values. Totals may not sum due to rounding.

**Year Ended December 31, 2015 Compared to the Year Ended December 31, 2014**

**Revenue**

	Year Ended December 31,		Change	
	2015	2014	Amount	%
(dollars in thousands)				
Subscription	\$ 167,920	\$ 106,319	\$ 61,601	58%
Professional services and other	14,023	9,557	4,466	47%
Total revenue	\$ 181,943	\$ 115,876	\$ 66,067	57%

Subscription revenue increased 58% during 2015 due to an increase throughout the year in total customers, which grew from 13,607 as of December 31, 2014 to 18,116 as of December 31, 2015, and an increase in average subscription revenue per customer, which grew from \$8,926 in 2014 to \$10,419 in 2015. The growth in total customers was primarily driven by our increased sales representative capacity to meet market demand. The increase in average subscription revenue per customer was driven primarily by existing customers increasing their use of our products, existing customers purchasing additional subscriptions, and new customers purchasing our higher price product plans.

The 47% increase in professional services and other revenue resulted primarily from the delivery of on-boarding and training services for subscriptions sold.

**Total Cost of Revenue, Gross Profit and Gross Margin**

	Year Ended December 31,		Change	
	2015	2014	Amount	%
(dollars in thousands)				
Total cost of revenue	\$ 47,923	\$ 35,080	\$ 12,843	37%
Gross profit	134,020	80,796	53,224	66%
Gross margin	74%	70%		

Total cost of revenue increased 37% during 2015 primarily due to an increase in subscription and hosting costs, employee-related costs, amortization of developed technology, and allocated overhead expenses. The increase in gross margin was primarily driven by improved leverage of our hosting costs relative to growth in subscription revenue.

	Year Ended December 31,		Change	
	2015	2014	Amount	%
(dollars in thousands)				
Subscription cost of revenue	\$ 32,271	\$ 23,655	\$ 8,616	36%
Percentage of subscription revenue	19%	22%		

The increase in subscription cost of revenue for the year ended December 31, 2015 compared to the year ended December 31, 2014 was primarily due to the following:

	Change
	(in thousands)
Subscription and hosting costs	\$ 4,981
Employee-related costs	2,166
Capitalized software amortization	749
Allocated overhead expenses	720
	<u>\$ 8,616</u>

Subscription and hosting costs increased due to growth in our customer base from 13,607 at December 31, 2014 to 18,116 at December 31, 2015. Employee-related costs increased as a result of increased headcount as we continue to grow our customer support organization to support our customer growth and improve service levels and offerings. Amortization of capitalized software development costs increased due to the increased number of developers working on our software platform as we continue to develop new products and increased functionality. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

	Year Ended December 31,		Change	
	2015	2014	Amount	%
	(dollars in thousands)			
Professional services and other cost of revenue	\$ 15,652	\$ 11,425	\$ 4,227	37%
Percentage of professional services and other revenue	112%	120%		

The increase in professional services and other cost of revenue for the year ended December 31, 2015 compared to the year ended December 31, 2014 was primarily due to the following:

	Change (in thousands)
Employee-related costs	\$ 2,820
Allocated overhead expenses	968
Professional fees	439
	<u>\$ 4,227</u>

Employee-related costs increased as a result of increased headcount as we continue to grow our professional services organization to support our customer growth. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount. Professional fees increased due to expanded use of third parties to assist with customer data migration.

#### **Research and Development**

	Year Ended December 31,		Change	
	2015	2014	Amount	%
	(dollars in thousands)			
Research and development	\$ 32,457	\$ 25,638	\$ 6,819	27%
Percentage of total revenue	18%	22%		

The increase in research and development expense for the year ended December 31, 2015 compared to the year ended December 31, 2014 was primarily due to the following:

	Change (in thousands)
Employee-related costs	\$ 5,280
Allocated overhead expenses	1,288
Professional fees	251
	<u>\$ 6,819</u>

Employee-related costs and professional fees increased as a result of increased headcount as we continue to grow our engineering organization to develop new products and increased functionality, and to maintain our existing platform. Allocated overhead expense increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount.

#### **Sales and Marketing**

	Year Ended December 31,		Change	
	2015	2014	Amount	%
	(dollars in thousands)			
Sales and marketing	\$ 112,629	\$ 78,809	\$ 33,820	43%
Percentage of total revenue	62%	68%		

The increase in sales and marketing expense for the year ended December 31, 2015 compared to the year ended December 31, 2014 was primarily due to the following:

	<u>Change</u> (in thousands)
Employee-related costs	\$ 22,783
Partner commissions	4,462
Allocated overhead expenses	3,409
Marketing programs	3,166
	<u>\$ 33,820</u>

Employee-related costs increased as a result of increased headcount as we continue to expand our selling and marketing organizations to grow our customer base. Partner commissions increased as a result of increased revenue generated through our marketing agency partners. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Marketing programs increased as we continue to make investments in attracting new customers, and increased the size of our annual INBOUND conference.

#### **General and Administrative**

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2015</u>	<u>2014</u>	<u>Amount</u>	<u>%</u>
	(dollars in thousands)			
General and administrative	\$ 35,408	\$ 24,958	\$ 10,450	42%
Percentage of total revenue	19%	22%		

The increase in general and administrative expense for the year ended December 31, 2015 compared to the year ended December 31, 2014 was primarily due to the following:

	<u>Change</u> (in thousands)
Employee-related costs	\$ 5,128
Allocated overhead expenses	2,314
Professional fees	1,618
Customer credit card fees	986
Bad debt expense	404
	<u>\$ 10,450</u>

Employee-related costs increased as a result of increased headcount as we continue to grow our business and require additional personnel to support our expanded operations including infrastructure and controls required for being a public company. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Professional fees increased as a result of increased use of accounting, consulting and legal services related to international expansion and costs incurred as a public company. Customer credit card fees and bad debt expense increased due to increased customer transactions as we continue to grow our business.

#### **Other Income**

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2015</u>	<u>2014</u>	<u>Amount</u>	<u>%</u>
	(dollars in thousands)			
Other income	\$ 833	\$ 288	\$ 545	189%
Percentage of total revenue	*	*		

\* not meaningful

Other income includes interest income and expense and the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities. Other income fluctuated primarily as a result of changes in foreign exchange rates.

### Income Tax (Provision) Benefit

	Year Ended December 31,		Change	
	2015	2014	Amount	%
	(dollars in thousands)			
Income tax (provision) benefit	\$ (412)	\$ 92	\$ (504)	(548)%
Percentage of total revenue	*	*		

\* not meaningful

Income tax (provision) benefit consists of current and deferred taxes for U.S. and foreign jurisdictions. Income tax (provision) benefit is not significant for any period presented.

### Year Ended December 31, 2014 Compared to the Year Ended December 31, 2013

#### Revenue

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
Subscription	\$ 106,319	\$ 70,819	\$ 35,500	50%
Professional services and other	9,557	6,815	2,742	40%
Total revenue	\$ 115,876	\$ 77,634	\$ 38,242	49%

Subscription revenue increased 50% during 2014 due to an increase throughout the year in total customers, which grew from 10,111 as of December 31, 2013 to 13,607 as of December 31, 2014, and an increase in average subscription revenue per customer, which grew from \$7,752 in 2013 to \$8,926 in 2014. The growth in total customers was primarily driven by our increased sales representative capacity to meet market demand. The increase in average subscription revenue per customer was driven primarily by existing customers increasing their use of our products, existing customers purchasing additional subscriptions and new customers purchasing our higher price product plans.

The 40% increase in professional services and other revenue resulted primarily from the delivery of on-boarding and training services for subscriptions sold.

#### Total Cost of Revenue, Gross Profit and Gross Margin

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
Total cost of revenue	\$ 35,080	\$ 27,504	\$ 7,576	28%
Gross profit	80,796	50,130	30,666	61%
Gross margin	70%	65%		

Total cost of revenue increased 28% during 2014 primarily due to an increase in subscription and hosting costs, employee-related costs, amortization of developed technology, and allocated overhead expenses. The increase in gross margin was primarily driven by improved leverage of our hosting costs relative to growth in subscription revenue.

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
Subscription cost of revenue	\$ 23,655	\$ 18,745	\$ 4,910	26%
Percentage of subscription revenue	22%	26%		

The increase in subscription cost of revenue for the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to the following:

	<u>Change</u> <u>(in thousands)</u>
Subscription and hosting costs	\$ 1,950
Employee-related costs	1,566
Capitalized software amortization	1,319
Allocated overhead expenses	75
	<u>\$ 4,910</u>

Subscription and hosting costs increased due to growth in our customer base from 10,111 at December 31, 2013 to 13,607 at December 31, 2014. Employee-related costs increased as a result of increased headcount as we continue to grow our customer support organization to support our customer growth and improve service levels and offerings. Amortization of capitalized software development costs increased due to the increased number of developers working on our software platform as we continue to develop new products and increased functionality. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2014</u>	<u>2013</u>	<u>Amount</u>	<u>%</u>
	(dollars in thousands)			
Professional services and other cost of revenue	\$ 11,425	\$ 8,759	\$ 2,666	30%
Percentage of professional services and other revenue	120%	129%		

The increase in professional services and other cost of revenue for the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to the following:

	<u>Change</u> <u>(in thousands)</u>
Employee-related costs	\$ 1,414
Professional fees	915
Allocated overhead expenses	337
	<u>\$ 2,666</u>

Employee-related costs increased as a result of increased headcount as we continue to grow our professional services organization to support our customer growth. Professional fees increased due to increased use of third parties to assist with customer data migrations. Allocated overhead expenses increased due to expansion of our leased space and infrastructure as we continue to grow our business and expand headcount.

#### ***Research and Development***

	<u>Year Ended December 31,</u>		<u>Change</u>	
	<u>2014</u>	<u>2013</u>	<u>Amount</u>	<u>%</u>
	(dollars in thousands)			
Research and development	\$ 25,638	\$ 15,018	\$ 10,620	71%
Percentage of total revenue	22%	19%		

	<u>Change</u> <u>(in thousands)</u>
Employee-related costs	\$ 9,889
Allocated overhead expenses	614
Professional fees	117
	<u>\$ 10,620</u>

Employee-related costs and professional fees increased as a result of increased headcount as we continue to grow our engineering organization to develop new products and maintain our existing platform. Employee-related expenses also increased due to a one-time non-cash stock-based compensation expense that occurred as a result of our initial public offering, or IPO. Allocated

overhead expense increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Professional fees due to increased use of third-party contractors for development activities.

### **Sales and Marketing**

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
Sales and marketing	\$ 78,809	\$ 53,158	\$ 25,651	48%
Percentage of total revenue	68%	68%		

	Change (in thousands)
Employee-related costs	\$ 19,753
Partner commissions	2,389
Marketing programs	2,245
Allocated overhead expenses	1,264
	<u>\$ 25,651</u>

Employee-related costs increased as a result of increased headcount as we continue to expand our selling and marketing organizations to grow our customer base. Employee-related expenses also increased due to a one-time non-cash stock-based compensation expense that occurred as a result of our IPO. Partner commissions increased as a result of increased revenue generated through our marketing agency partners. Marketing programs increased as we continue to make investments in attracting new customers, and increased the size of our annual INBOUND conference and overall spending due to growth in the business. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount.

### **General and Administrative**

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
General and administrative	\$ 24,958	\$ 16,204	\$ 8,754	54%
Percentage of total revenue	22%	21%		

The increase in sales and marketing expense for the year ended December 31, 2014 compared to the year ended December 31, 2013 was primarily due to the following:

	Change (in thousands)
Employee-related costs	\$ 5,999
Allocated overhead expenses	1,667
Professional fees	623
Customer credit card fees	465
	<u>\$ 8,754</u>

Employee-related costs increased as a result of increased headcount as we continue to grow our business and require additional personnel to support our expanded operations including infrastructure and controls required for being a public company. Employee-related expenses also increased due to a one-time non-cash stock-based compensation expense that occurred as a result of our IPO. Allocated overhead expenses increased due to expanding our leased space and infrastructure as we continue to grow our business and expand headcount. Professional fees increased as a result of increased use of accounting, consulting and legal services related to international expansion our preparation to become a public company, and costs incurred as a public company after our IPO. Customer credit card fees increased due to increased customer transactions as we continue to grow our business.



### Other Income (Expense)

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
Other income (expense)	\$ 288	\$ (24)	\$ 312	*
Percentage of total revenue	*	*		

\* not meaningful

Other income (expense) includes interest income and expense and the impact of foreign currency transaction gains and losses. Other income (expense) is not significant for any period presented.

### Income Tax (Provision) Benefit

	Year Ended December 31,		Change	
	2014	2013	Amount	%
	(dollars in thousands)			
Income tax (provision) benefit	\$ 92	\$ —	\$ 92	*
Percentage of total revenue	*	*		

\* not meaningful

Income tax (provision) benefit consists of current and deferred taxes for U.S. and foreign jurisdictions. Income tax (provision) benefit is not significant for any period presented.

### Liquidity and Capital Resources

Our principal sources of liquidity are cash and cash equivalents, net accounts receivable and our common stock offerings. In connection with our secondary offering in March 2015 we received aggregate net proceeds of \$33.7 million and in connection with our IPO in October 2014, we received aggregate net proceeds of \$130.8 million. Prior to our IPO, we funded our operations primarily through issuances of convertible preferred stock, debt and proceeds from the exercises of options.

The following table shows cash and cash equivalents, working capital, net cash and cash equivalents used in operating activities, net cash and cash equivalents used in investing activities, and net cash and cash equivalents provided by financing activities for the years ended December 31, 2015, 2014 and 2013:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Cash and cash equivalents	\$ 55,580	\$ 123,721	\$ 12,643
Working capital	54,447	90,081	(10,859)
Net cash and cash equivalents used in operating activities	(423)	(12,464)	(19,808)
Net cash and cash equivalents used in investing activities	(104,104)	(10,480)	(9,170)
Net cash and cash equivalents provided by financing activities	36,939	134,437	514

Our cash and cash equivalents at December 31, 2015 was held for working capital purposes. We believe our working capital is sufficient to support our operations for at least the next 12 months. At December 31, 2015, \$ 11.2 million of our cash and cash equivalents was held in accounts outside the United States. These funds would be subject to U.S. federal taxation if repatriated, with such tax liability partially offset by foreign tax credits. Any potential tax impact of repatriating these funds would be immaterial to the financial statements. We do not intend to repatriate these funds.

### Net Cash and Cash Equivalents Used in Operating Activities

Net cash and cash equivalents used in operating activities consists primarily of net loss adjusted for certain non-cash items, including stock-based compensation, depreciation and amortization and other non-cash charges, net.

Net cash and cash equivalents used in operating activities during the year ended December 31, 2015 primarily reflected our net loss of \$46.1 million, offset by non-cash expenses that included \$7.3 million of depreciation and amortization, \$21.3 million in stock-

based compensation, \$0.7 million of amortization of bond premium, \$ 1.8 million of non-cash rent expense, and \$0.3 million on non-cash income related to unrealized foreign currency gains. Working capital sources of cash and cash equivalents primarily included a \$ 24.7 million increase in deferred revenue primarily resulting from the growth in the number of customers invoiced during the period and a \$ 7.1 million increase in accrued expenses as a result of increased expense related to overall growth of the company. These sources of cash and cash equivalents were offset by a \$ 11.2 million increase in accounts receivable as a result of increased billings to customers consistent with the overall growth of the business, a \$ 3.4 million increase in prepaid expense related to growth of the company, and a \$2.1 million decrease in deferred commissions expense.

Net cash and cash equivalents used in operating activities during the year ended December 31, 2014 primarily reflected our net loss of \$48.2 million, offset by non-cash expenses that included \$5.7 million of depreciation and amortization, \$16.4 million in stock-based compensation, \$0.3 million of non-cash rent expense, and \$0.2 million on non-cash income related to unrealized foreign currency gains. Working capital sources of cash and cash equivalents included a \$17.1 million increase in deferred revenue primarily resulting from the growth in the number of customers invoiced during the period, a \$1.5 million increase in deferred rent associated with reimbursements by our landlord for leasehold improvements, and a \$4.7 million increase in accrued expenses as a result of increased expense related to overall growth of the company. These sources of cash and cash equivalents were offset by a \$7.3 million increase in accounts receivable as a result of increased billings to customers consistent with the overall growth of the business, and a \$2.0 million decrease in deferred commissions expense.

Net cash and cash equivalents used in operating activities during 2013 primarily reflected our net loss of \$34.3 million, offset by non-cash expenses that included \$4.5 million of depreciation and amortization, \$3.5 million in stock-based compensation, and \$0.9 million of non-cash rent expense. Working capital sources of cash included an \$8.8 million increase in deferred revenue primarily resulting from the growth in the number of customers invoiced during the period and a \$4.3 million increase in accrued expenses as a result of a higher level of expenses consistent with the overall growth of the business. These sources of cash were offset by a \$2.0 million decrease in accounts receivable as a result of increased billings to customers consistent with the overall growth of the business, a \$3.4 million decrease in prepaid expenses and other assets resulting from a prepayment to one of our third party hosting service providers, a \$1.2 million decrease in accounts payable resulting from paying down our accounts payable after year-end, and a \$1.2 million decrease in deferred commission expense due to increased commission costs consistent with the overall growth of the business. The change in net cash used in operating activities from 2012 to 2013 is primarily due to increases in payments for employee payroll as we continued to invest in and grow our business.

#### ***Net Cash and Cash Equivalents Used in Investing Activities***

Our investing activities have consisted primarily of purchases and maturities of investments, property and equipment purchases for computer-related equipment and capitalization of software development costs. Capitalized software development costs are related to new products or improvements to our existing software platform that expands the functionality for our customers.

Net cash and cash equivalents used in investing activities during the year ended December 31, 2015 consisted primarily of \$113.6 million of purchases of investments, \$8.4 million of purchased property and equipment, \$600 thousand used to acquire a business, and \$4.3 million of capitalized software development costs. These uses of cash were offset by \$23.0 million related to maturities of investments. In the year ended December 31, 2015 we continued to invest in improvements to our leased spaces.

Net cash and cash equivalents used in investing activities during the year ended December 31, 2014 was \$10.5 million. This consisted primarily of \$7.3 million of purchased property and equipment and \$4.6 million of capitalized software development costs, offset by \$1.5 million of cash released from restrictions associated with the lease of our headquarters. In the year ended December 31, 2014 we continued to invest in improvements to our leased spaces.

Net cash and cash equivalents used in investing activities during 2013 was \$9.2 million. This consisted primarily of \$4.4 million of purchased property and equipment and \$3.4 million of capitalized software development costs. In 2013, we expanded our operations and the leased space of our headquarters in Cambridge, Massachusetts, and also invested in improvements to the leased space. In addition, we were required to restrict a portion of our cash balance as a security deposit for the additional leased space.

#### ***Net Cash and Cash Equivalents Provided by Financing Activities***

Our primary financing activities have consisted primarily of our stock offerings, draw-downs and repayments of our line of credit, and proceeds from the exercise of options.

For the year ended December 31, 2015 cash and cash equivalents provided by financing activities consisted primarily of \$33.7 million of net proceeds received from the issuance of common stock and \$12.1 million of proceeds received from the issuance of common stock under stock plans. These sources of cash were offset by \$8.6 million used for payment of employee taxes related to the net share settlement of stock-based awards.

For the year ended December 31, 2014 cash and cash equivalents provided by financing activities consisted primarily of \$130.8 million of net proceeds received from our IPO, \$3.8 million from option exercises, and \$18.0 million of draw-downs and offsetting repayments under our line of credit.

For the year ended December 31, 2013, cash and cash equivalents provided by financing activities consisted primarily of \$0.6 million of proceeds received from option exercises and was offset by \$0.1 million used to repay capital leases.

### **Critical Accounting Policies and Estimates**

Our management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements which have been prepared in accordance with accounting principles generally accepted in the United States of America. In preparing our financial statements, we make estimates, assumptions and judgments that can have a significant impact on our reported revenues, results of operations and net income or loss, as well as on the value of certain assets and liabilities on our balance sheet during and as of the reporting periods. These estimates, assumptions and judgments are necessary because future events and their effects on our results and the value of our assets cannot be determined with certainty, and are made based on our historical experience and on other assumptions that we believe to be reasonable under the circumstances. These estimates may change as new events occur or additional information is obtained, and we may periodically be faced with uncertainties, the outcomes of which are not within our control and may not be known for a prolonged period of time. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates.

#### ***Revenue Recognition***

We primarily generate revenue from multiple element arrangements, which typically include subscriptions to our online software solution and on-boarding and training services. Our customers do not have the right to take possession of the online software solution. Revenue from subscriptions, including additional fees for items such as incremental contacts, is recognized ratably over the subscription period beginning on the date the subscription is made available to customers. Substantially all subscription contracts are one year or less. We recognize revenue from on-boarding and training services as the services are provided. Amounts billed that have not yet met the applicable revenue recognition criteria are recorded as deferred revenue.

As part of accounting for multiple element arrangements, we must assess if each component has value on a standalone basis and should be treated as a separate unit of accounting. There is an in-depth process that we undergo to determine the standalone value for each component where we determine if an individual component could be sold by itself or if the component is sold by other third parties. If the component has standalone value upon delivery, we account for each component separately. Subscription services have standalone value as they are often sold separate from all other services. On-boarding and training services also have standalone value as they are sold separately by us and by third parties.

We allocate total arrangement fees to each element in a multiple element arrangement based on the relative selling price hierarchy of each element. We are not able to establish vendor-specific objective evidence, or VSOE, the most reliable level of allocating standalone value, for our subscription and on-boarding and training services because of our pricing practices. We note that third party evidence, or TPE, the second most reliable level of allocating standalone value, is not appropriate for determining the standalone value for any of our services because the pricing for any similar third party subscription or on-boarding and training services is inconsistent. Therefore, we rely on best estimate of selling price, or BEBP, to allocate value to the various components of our arrangements.

To determine BEBP, we consider the median actual sales price of each type of subscription and on-boarding and training services. We then establish a reasonable range around the median pricing, typically plus or minus 20% of the median selling price. For any transactions where a deliverable falls outside of this range, we reallocate arrangement consideration amongst the deliverables using their respective median selling prices.

We pay our marketing agency partners a commission on the subscription sales price for sales to customers. The classification of the commission paid on our consolidated statements of operations depends on who is purchasing our subscription. In instances where the customer is purchasing the subscription, we are the primary obligor and record the commission paid to the agency partner as sales and marketing expense. When the agency partner purchases the subscription directly from us, we net the consideration paid to the partner against the associated revenue we recognize, as in these instances our customer is the partner and our remaining obligations are to the partner. We also do not believe we receive a tangible benefit from the payment back to the partner.

If our judgments change we would not expect to see a material effect on our consolidated financial statements.

### **Capitalized Software Development Costs**

Software development costs consist of certain payroll and stock compensation costs incurred to develop functionality for our software platform, as well as certain upgrades and enhancements that are expected to result in enhanced functionality. We capitalize certain software development costs for new offerings as well as upgrades to our existing software platform. We amortize these development costs over the estimated useful life of two years on a straight-line basis. We believe there are two key estimates within the capitalized software balance, which are the determination of the useful life of the software and the determination of the amounts to be capitalized.

We determined that a two year life is appropriate for our internal-use software based on our best estimate of the useful life of the internally developed software after considering factors such as continuous developments in the technology, obsolescence and anticipated life of the service offering before significant upgrades. Based on our prior experience, internally generated software will generally remain in use for a minimum of two years before being significantly replaced or modified to keep up with evolving customer needs. While we do not anticipate any significant changes to this two year estimate, a change in this estimate could produce a material impact on our financial statements. For example, if we received information that indicated the useful life of all internally developed software was one year rather than two, our capitalized software balance would decrease by approximately 50% and our amortization expense would increase by 50% in the year of adoption of the change in estimate.

We determine the amount of internal software costs to be capitalized based on the amount of time spent by our developers on projects. Costs associated with building or significantly enhancing our software platform are capitalized, while costs associated with planning new developments and maintaining our software platform are expensed as incurred. There is judgment involved in estimating the stage of development as well as estimating time allocated to a particular project. A significant change in the time spent on each project could have a material impact on the amount capitalized and related amortization expense in subsequent periods.

### **Stock-Based Compensation**

We recognize compensation expense for option awards based on the fair value of the award and on a straight-line basis over the vesting period of the award based on the estimated portion of the award that is expected to vest.

Inherent in the valuation and recording of stock-based compensation for option awards, there are several estimates that we make, including in regard to valuation and expense that will be incurred. We apply estimated forfeiture rates to the awards based on analyses of historical data, including termination patterns, employee position and other factors. This is done to record the expense we expect to actually incur for employees that provide the required service time.

We use the Black-Scholes option pricing model to measure the fair value of our option awards when they are granted. For stock options and RSUs granted subsequent to our IPO, our board of directors determined the fair value based on the closing price of our common stock as reported on the New York Stock Exchange on the date of grant. We used the daily historical volatility of companies we consider to be our peers. To determine our peer companies, we used the following criteria: software or software-as-a-service companies; similar histories and relatively comparable financial leverage; sufficient public company trading history; and in similar businesses and geographical markets. We used the peers' stock price volatility over the expected life of our granted options to calculate the expected volatility. The expected term of employee option awards is determined using the average midpoint between vesting and the contractual term for outstanding awards, or the simplified method, because we do not yet have a sufficient history of option exercises. We consider this appropriate as we plan to see changes to our equity structure in the future and there is no other method that would be more indicative of exercise activity. The risk-free interest rate is based on the rate on U.S. Treasury securities with maturities consistent with the estimated expected term of the awards. We have not paid dividends and do not anticipate paying a cash dividend in the foreseeable future and, accordingly, use an expected dividend yield of zero.

The following table summarizes the assumptions, other than fair value of our common stock, relating to our stock options granted in the years ended December 31, 2015, 2014, and 2013:

	Year Ended December 31,		
	2015	2014	2013
Dividend yield	—	—	—
Expected volatility	43.0 % - 51.6%	44.8-50.9%	46.8-54.7%
Risk-free interest rate	1.36 - 1.53	1.79-2.67%	0.82-1.86%
Expected term (in years)	6.18 - 6.22	5.0-6.5	4.6-6.5

In addition to the assumptions used in the Black-Scholes option-pricing model, we must also estimate a forfeiture rate to calculate the stock-based compensation expense for our awards. Our forfeiture rate is based on an analysis of our actual forfeitures. We will continue to evaluate the appropriateness of the forfeiture rate based on actual forfeiture experience, analysis of employee turnover and other factors. Changes in the estimated forfeiture rate can have a significant impact on our stock-based compensation expense as the cumulative effect of adjusting the rate is recognized in the period the forfeiture estimate is changed. If a revised forfeiture rate is higher than the previously estimated forfeiture rate, an adjustment is made that will result in a decrease to the stock-based compensation expense recognized in our financial statements. If a revised forfeiture rate is lower than the previously estimated forfeiture rate, an adjustment is made that will result in an increase to the share-based compensation expense recognized in our financial statements.

We will continue to use judgment in evaluating the expected volatility, expected term and forfeiture rate utilized in our stock-based compensation expense calculations on a prospective basis. As we continue to accumulate additional data related to our common stock, we may refine our estimates of expected volatility, expected term and forfeiture rates, which could materially impact our future stock-based compensation expense.

### ***Valuation of Common Stock***

Since completion of our initial public offering in October 2014, we have valued our shares of common stock in connection with the issuance of stock-based equity awards using the closing price of our shares of common stock on the New York Stock Exchange on the date of the grant.

### ***Goodwill Impairment***

Goodwill represents the excess of the cost of an acquired entity over the net fair value of the identifiable assets acquired and liabilities assumed. Goodwill is not amortized, but rather is assessed for impairment at least annually. We performed our annual impairment assessment on November 30, 2015. We operate under one reporting unit and as a result, evaluate goodwill impairment based on our fair value as a whole.

To determine the number of operating segments and reporting units that are present, we analyzed whether there is any customer, product or geographic information that drives the chief operating decision maker (our chief executive and operating officers) decisions on how to allocate resources and whether any segment management exists. Management has concluded that operating decisions are made at the consolidated company level and there is no segment management in place that reviews results of operations with the chief operating decision maker.

In assessing goodwill for impairment, an entity has the option to assess qualitative factors to determine whether events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, it is more likely than not that the fair value of the reporting unit is greater than its carrying value, then performing the two-step impairment test is unnecessary. An entity can choose not to perform a qualitative assessment for any of its reporting units, and proceed directly to the use of the two-step impairment test.

When assessing goodwill for impairment for the year ended December 31, 2015, we decided to use the two-step quantitative analysis. We determined our enterprise value at the measurement date by using our market capitalization. Based on the results of our most recent annual assessment performed on November 30, 2015, we concluded that the fair value of our reporting unit exceeded its carrying amount and there was no impairment of goodwill.

## Contractual Obligations and Commitments

Contractual obligations are cash that we are obligated to pay as part of certain contracts that we have entered during our course a business. Certain of our leases contain optional termination dates. The table below only includes payments up to the optional termination date. If we were to extended leases beyond the optional termination date the future commitments would increase by approximately \$12.7 million. Below is a table that shows the projected outlays as of December 31, 2015:

	Total	Payments due in:			
		Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
			(in thousands)		
Capital lease obligations	\$ 848	\$ 561	\$ 287	\$ —	\$ —
Operating leases obligations	128,588	9,091	21,267	20,857	77,373
Vendor commitments	58,100	15,700	34,400	8,000	—
Total	<u>\$ 187,536</u>	<u>\$ 25,352</u>	<u>\$ 55,954</u>	<u>\$ 28,857</u>	<u>\$ 77,373</u>

In April 2015, we entered into a new ten-year property lease. The lease commences on January 1, 2016 and we will pay an aggregate of approximately \$37 million in rent over the ten-year lease period.

In September 2015, we entered into a five-year property lease. The lease commenced on October 1, 2015 and we will pay an aggregate of approximately \$1.3 million in rent over the five-year lease period.

In November 2015, we entered into a twenty-year property lease, with the option to break the term at 10 years and 6 months. The lease will become effective once certain landlord work in the building has been completed and we will pay an aggregate of approximately \$14 million in rent over the initial ten-year six month term.

In December 2015, we amended an existing lease and expanded the leased premises. The amended lease provides for additional rentable square feet when the term of the existing tenants expire. The amended lease commenced on November 1, 2015 and will expire on October 31, 2027. We will pay an aggregate of approximately \$72 million in rent over the lease period.

In December 2015, we entered into a three-year property lease. The lease commences on April 14, 2016 and we will pay an aggregate of approximately \$1.7 million in rent over the three-year lease period.

We have additional existing property leases that will require us to pay an aggregate of approximately \$2.4 million in rent over the lease periods. These leases expire at various dates through 2020.

In May 2015, we entered into a renewal agreement with a customer relationship management vendor. Our contractual obligation under this agreement is approximately \$30 million, payable over the five-year term of the agreement.

In December 2015, we entered into a renewal agreement with a web-hosting vendor. Our contractual obligation under this agreement is approximately \$32 million, payable over the three-year term of the agreement.

### Letters of Credit

As of December 31, 2015, we had a total of \$4.3 million in letters of credit outstanding substantially in favor of certain landlords for office space. These letters of credit renew annually and expire at various dates through October 2027.

### Off Balance Sheet Arrangements

We have no material off-balance sheet arrangements at December 31, 2015 or 2014 exclusive of items described above and indemnifications of officers, directors and employees for certain events or occurrences while the officer, director or employee is, or was, serving at our request in such capacity.

### Recent Accounting Pronouncements

For information on recent accounting pronouncements, see *Recently Accounting Pronouncements* in the notes to the consolidated financial statements appearing elsewhere in this Annual Report on Form 10-K.

**ITEM 7A. Qualitative and Quantitative Disclosures About Market Risk**

***Foreign Currency Exchange Risk***

We are not currently subject to significant foreign currency exchange risk. However, we have foreign currency risks related to our revenue and operating expenses denominated in currencies other than the U.S. dollar, primarily the Euro, British Pound Sterling, and Australian dollar. Decreases in the relative value of the U.S. dollar to other currencies may negatively affect our revenue and other operating results as expressed in U.S. dollars.

We have experienced and will continue to experience fluctuations in our net loss as a result of transaction gains or losses related to revaluing certain current asset and current liability balances that are denominated in currencies other than the functional currency of the entities in which they are recorded. We recognized immaterial amounts of foreign currency gains and losses in each of the periods presented. We have not engaged in the hedging of our foreign currency transactions to date, we are evaluating the costs and benefits of initiating such a program and may in the future hedge selected significant transactions denominated in currencies other than the U.S. dollar as we expand our international operation and our risk grows.

***Interest Rate Sensitivity***

Our portfolio of cash and cash equivalents and short- and long-term investments is maintained in a variety of securities, including government agency obligations, corporate bonds and money market funds. Investments are classified as available-for-sale securities and carried at their fair market value with cumulative unrealized gains or losses recorded as a component of accumulated other comprehensive loss within stockholders' equity. A sharp rise in interest rates could have an adverse impact on the fair market value of certain securities in our portfolio. We do not currently hedge our interest rate exposure and do not enter into financial instruments for trading or speculative purposes. We have a revolving credit line which had no outstanding balance as of December 31, 2015. The interest rate associated with the revolving line is the prime lending rate plus 0.5%.

***Inflation Risk***

We do not believe that inflation has had a material effect on our business. However, if our costs, in particular personnel, sales and marketing and hosting costs, were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, operating results and financial condition.

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of HubSpot, Inc.  
Cambridge, Massachusetts

We have audited the accompanying consolidated balance sheets of HubSpot, Inc. and subsidiaries (the "Company") as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive loss, redeemable convertible preferred stock and stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of HubSpot, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 24, 2016 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Boston, Massachusetts

February 24, 2016

**HUBSPOT, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except per share amounts)

	December 31, 2015	December 31, 2014
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 55,580	\$ 123,721
Short-term investments	48,972	—
Accounts receivable—net of allowance for doubtful accounts of \$371 and \$218 at December 31, 2015 and 2014, respectively	25,142	14,270
Deferred commission expense	8,114	5,995
Restricted cash	—	230
Prepaid hosting costs	3,047	1,777
Prepaid expenses and other current assets	4,899	3,516
<b>Total current assets</b>	<b>145,754</b>	<b>149,509</b>
Long-term investments	40,566	—
Property and equipment, net	18,161	11,381
Capitalized software development costs, net	4,655	4,433
Restricted cash	363	—
Other assets	1,007	116
Intangible assets, net	100	89
Goodwill	9,773	9,330
<b>Total assets</b>	<b>220,379</b>	<b>174,858</b>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	2,588	2,800
Accrued compensation costs	11,371	7,660
Other accrued expenses	12,313	7,953
Capital lease obligations	542	100
Deferred rent	86	110
Deferred revenue	64,407	40,805
<b>Total current liabilities</b>	<b>91,307</b>	<b>59,428</b>
Capital lease obligations, net of current portion	277	78
Deferred rent, net of current portion	6,345	4,153
Deferred revenue, net of current portion	732	500
Other long term liabilities	10	—
<b>Total liabilities</b>	<b>98,671</b>	<b>64,159</b>
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Common stock, \$0.001 par value—authorized, 500,000 shares; issued and outstanding, 34,313 and 31,431 at December 31, 2015 and 2014, respectively	34	32
Additional paid-in capital	322,833	265,113
Accumulated other comprehensive loss	(805)	(145)
Accumulated deficit	(200,354)	(154,301)
<b>Total stockholders' equity</b>	<b>121,708</b>	<b>110,699</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 220,379</b>	<b>\$ 174,858</b>

The accompanying notes are an integral part of the consolidated financial statements.

**HUBSPOT, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In thousands, except per share amounts)

	Year Ended December 31,		
	2015	2014	2013
<b>Revenues:</b>			
Subscription	\$ 167,920	\$ 106,319	\$ 70,819
Professional services and other	14,023	9,557	6,815
Total revenue	<u>181,943</u>	<u>115,876</u>	<u>77,634</u>
<b>Cost of Revenues:</b>			
Subscription	32,271	23,655	18,745
Professional services and other	15,652	11,425	8,759
Total cost of revenues	<u>47,923</u>	<u>35,080</u>	<u>27,504</u>
Gross profit	<u>134,020</u>	<u>80,796</u>	<u>50,130</u>
<b>Operating expenses:</b>			
Research and development	32,457	25,638	15,018
Sales and marketing	112,629	78,809	53,158
General and administrative	35,408	24,958	16,204
Total operating expenses	<u>180,494</u>	<u>129,405</u>	<u>84,380</u>
Loss from operations	<u>(46,474)</u>	<u>(48,609)</u>	<u>(34,250)</u>
<b>Other income (expense):</b>			
Interest income	390	46	34
Interest expense	(185)	(322)	(20)
Other income (expense)	628	564	(38)
Total other income (expense)	<u>833</u>	<u>288</u>	<u>(24)</u>
Loss before income tax (provision) benefit	<u>(45,641)</u>	<u>(48,321)</u>	<u>(34,274)</u>
Income tax (provision) benefit	<u>(412)</u>	<u>92</u>	<u>—</u>
Net loss	<u>(46,053)</u>	<u>(48,229)</u>	<u>(34,274)</u>
Preferred stock accretion	<u>—</u>	<u>331</u>	<u>54</u>
Net loss attributable to common stockholders	<u>(46,053)</u>	<u>(48,560)</u>	<u>(34,328)</u>
Net loss attributable to common stockholders per common share, basic and diluted	\$ (1.39)	\$ (4.20)	\$ (6.71)
Weighted average common shares used in computing basic and diluted net loss attributable to common stockholders per common share:	33,222	11,562	5,113

The accompanying notes are an integral part of the consolidated financial statements.

**HUBSPOT, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
(In thousands)

	Year ended December 31,		
	2015	2014	2013
Net loss	\$ (46,053)	\$ (48,229)	\$ (34,274)
Other comprehensive loss:			
Foreign currency translation adjustments	(272)	(66)	(69)
Changes in unrealized losses on investments	(388)	—	—
Comprehensive loss	<u>\$ (46,713)</u>	<u>\$ (48,295)</u>	<u>\$ (34,343)</u>

The accompanying notes are an integral part of the consolidated financial statements.

HUBSPOT, INC.

CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)

(In thousands, except per share amounts)

	Redeemable Convertible Preferred Stock		Common Stock, \$0.001 Par Value		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Equity (Deficit)	Total
	Shares	Amount	Shares	Amount				
Balances at January 1, 2013	58,589	\$ 101,239	5,004	\$ 5	\$ 8,594	\$ (10)	\$ (71,798)	\$ (63,209)
Exercise of common stock options	—	—	230	—	621	—	—	621
Stock based compensation	—	—	—	—	3,353	—	—	3,353
Restricted shares vesting	—	—	67	—	384	—	—	384
Cumulative translation adjustment	—	—	—	—	—	(69)	—	(69)
Accretion of redeemable convertible preferred stock to redemption	—	54	—	—	(54)	—	—	(54)
Net loss	—	—	—	—	—	—	(34,274)	(34,274)
Balances at December 31, 2013	58,589	\$ 101,293	5,301	\$ 5	\$ 12,898	\$ (79)	\$ (106,072)	\$ (93,248)
Exercise of common stock options	—	—	850	1	3,793	—	—	3,794
Stock-based compensation	—	—	—	—	16,593	—	—	16,593
Accretion of redeemable convertible preferred stock	—	331	—	—	(331)	—	—	(331)
Conversion of preferred stock to common stock	(58,589)	(101,624)	19,530	20	101,604	—	—	101,624
Issuance of common stock in relation to Initial Public Offering, net of offering costs incurred of \$3,126	—	—	5,750	6	130,556	—	—	130,562
Cumulative translation adjustment	—	—	—	—	—	(66)	—	(66)
Net loss	—	—	—	—	—	—	(48,229)	(48,229)
Balances at December 31, 2014	—	\$ —	31,431	\$ 32	\$ 265,113	\$ (145)	\$ (154,301)	\$ 110,699
Issuance of common stock under stock plans, net of shares withheld for employee taxes	—	—	1,910	1	2,252	—	—	2,253
Stock-based compensation	—	—	—	—	21,800	—	—	21,800
Proceeds from secondary public offering, net of deferred offering costs	—	—	972	1	33,668	—	—	33,669
Unrealized loss on investments	—	—	—	—	—	(388)	—	(388)
Cumulative translation adjustment	—	—	—	—	—	(272)	—	(272)
Net loss	—	—	—	—	—	—	(46,053)	(46,053)
Balances at December 31, 2015	—	\$ —	34,313	\$ 34	\$ 322,833	\$ (805)	\$ (200,354)	\$ 121,708

The accompanying notes are an integral part of the consolidated financial statements.

**HUBSPOT, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Year Ended December 31,		
	2015	2014	2013
<b>Operating Activities:</b>			
Net loss	\$ (46,053)	\$ (48,229)	\$ (34,274)
Adjustments to reconcile net loss to net cash and cash equivalents used in operating activities:			
Depreciation and amortization	7,343	5,714	4,472
Stock-based compensation	21,308	16,358	3,464
Provision for income taxes	(50)	(133)	—
Amortization of bond premiums	671	—	—
Non-cash rent expense	1,793	286	908
Unrealized currency translation	(329)	(213)	—
Changes in assets and liabilities			
Accounts receivable	(11,249)	(7,258)	(1,955)
Prepaid expenses and other assets	(3,373)	(713)	(3,351)
Deferred commission expense	(2,119)	(2,004)	(1,155)
Accounts payable	(508)	286	(1,158)
Accrued expenses	7,085	4,734	4,259
Restricted cash	—	157	(67)
Deferred rent	392	1,467	258
Deferred revenue	24,666	17,084	8,791
Net cash and cash equivalents used in operating activities	(423)	(12,464)	(19,808)
<b>Investing Activities:</b>			
Purchases of investments	(113,615)	—	—
Maturity of investments	23,018	—	—
Purchases of property and equipment	(8,427)	(7,266)	(4,358)
Capitalization of software development costs	(4,314)	(4,634)	(3,432)
Acquisition of a business	(600)	—	—
Acquisition of intangible assets	—	(80)	(190)
Restricted cash	(166)	1,500	(1,190)
Net cash and cash equivalents used in investing activities	(104,104)	(10,480)	(9,170)
<b>Financing Activities:</b>			
Proceeds from common stock offerings, net of offering costs paid of \$583 in 2015 and \$2,924 in 2014	33,669	130,764	—
Employee taxes paid related to the net share settlement of stock-based awards	(8,607)	—	—
Proceeds related to the issuance of common stock under stock plans	12,083	3,794	621
Proceeds from draw-down on line of credit	—	18,000	—
Payments on line of credit	—	(18,000)	—
Repayment of capital lease obligations	(206)	(121)	(107)
Net cash and cash equivalents provided by financing activities	36,939	134,437	514
Effect on exchange rate changes on cash and cash equivalents	(553)	(415)	10
Net (decrease) increase in cash and cash equivalents	(68,141)	111,078	(28,454)
Cash and cash equivalents, beginning of year	123,721	12,643	41,097
Cash and cash equivalents, end of year	\$ 55,580	\$ 123,721	\$ 12,643
<b>Supplemental cash flow disclosure:</b>			
Cash paid for interest	\$ 185	\$ 199	\$ 3
Cash paid for income taxes	\$ 215	\$ —	\$ —
<b>Non-cash investing and financing activities:</b>			
Property and equipment acquired under capital lease	\$ 847	\$ —	\$ 299
Capital expenditures incurred but not yet paid	\$ 435	\$ 111	\$ 1,499
IPO costs incurred but not yet paid	\$ —	\$ 202	\$ —
Accretion of preferred stock	\$ —	\$ 331	\$ 54
Conversion of preferred stock to common stock	\$ —	\$ 101,624	\$ —

The accompanying notes are an integral part of the consolidated financial statements.

**HUBSPOT, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Organization and Operations**

HubSpot, Inc. (the “Company”), was formed as a limited liability company in Delaware on April 4, 2005. The Company converted to a Delaware corporation on June 7, 2007. The Company provides a cloud-based inbound marketing and sales platform which features integrated applications to help businesses attract visitors to their websites, convert visitors into leads, close leads into customers and delight customers so they become promoters of those businesses. These integrated applications include social media, search engine optimization, blogging, website content management, marketing automation, email, CRM, analytics, and reporting.

The Company is headquartered in Cambridge, Massachusetts, and has wholly-owned subsidiaries in Dublin, Ireland, which commenced operations in January of 2013, in Sydney, Australia, which commenced operations in August of 2014, and in Singapore which commenced operations in October 2015.

On October 15, 2014, the Company closed its initial public offering (“IPO”) whereby 5,750,000 shares of common stock were sold to the public, including the underwriters’ overallocation option of 750,000 shares of common stock, at a price of \$25.00 per share. The Company received aggregate proceeds of approximately \$133.7 million from the IPO, net of underwriters’ discounts and commissions, but before deduction of offering expenses of approximately \$3.1 million. Upon the closing of the IPO, all shares of the Company’s outstanding convertible preferred stock automatically converted into 19,529,713 shares of common stock.

On March 24, 2015, the Company closed a common stock public offering whereby 971,891 shares of common stock were sold to the public, including the underwriters’ overallocation option of 121,891 shares of common stock, at a price of \$37.00 per share. The Company received aggregate proceeds of approximately \$34.3 million from the offering, net of underwriters’ discounts and commissions, but before deduction of offering expenses of approximately \$583 thousand.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation** —The consolidated financial statements have been prepared in U.S. dollars, in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiary. All intercompany transactions have been eliminated in consolidation.

**Use of Estimates** —The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Operating Segments** —The Company operates as one operating segment. Operating segments are defined as components of an enterprise for which separate financial information is regularly evaluated by the chief operating decision makers (“CODMs”), which are the Company’s chief executive officer and chief operating officer, in deciding how to allocate resources and assess performance. The Company’s CODMs evaluate the Company’s financial information and resources and assess the performance of these resources on a consolidated basis. Since the Company operates in one operating segment, all required financial segment information can be found in the consolidated financial statements.

**Loss Per Share** — Basic net loss attributable to common stockholders per share is computed by dividing net loss attributable to common stockholders by the weighted average number of common shares outstanding for the period. Diluted net loss attributable to common stockholders per share is computed by giving effect to all potential dilutive common stock equivalents outstanding for the period. For purposes of this calculation, options to purchase common stock, common stock warrants, restricted stock units (“RSUs”) and redeemable convertible preferred stock are considered to be potential common stock equivalents. The Company applied the two-class method to calculate its basic and diluted net loss per share of common stock for the year ended December 31, 2013, as its convertible preferred stock and common stock are participating securities. The two-class method is an earnings allocation formula that treats a participating security as having rights to earnings that otherwise would have been available to common stockholders. However, the two-class method does not impact the net loss per share of common stock as the Company was in a loss position for the year ended December 31, 2013 and preferred stockholders did not participate in losses.

A reconciliation of the denominator used in the calculation of basic and diluted loss per share is as follows:

	Year Ended December 31,		
	2015	2014	2013
(in thousands, except per share amounts)			
<b>Numerator:</b>			
Net loss attributable to common stockholders	\$ (46,053)	\$ (48,560)	\$ (34,328)
<b>Denominator:</b>			
Weighted-average common shares outstanding—basic	33,222	11,562	5,113
Dilutive effect of share equivalents resulting from stock options, RSUs, common stock warrant and redeemable convertible preferred shares (as converted)	—	—	—
Weighted-average common shares outstanding-diluted	33,222	11,562	5,113
Net loss per common share, basic and diluted	\$ (1.39)	\$ (4.20)	\$ (6.71)

Additionally, since the Company incurred net losses for the years ended December 31, 2015, 2014 and 2013, diluted net loss attributable to common stockholders per share is the same as basic net loss attributable to common stockholders. The Company's outstanding stock options, common stock warrant, redeemable convertible preferred stock, and RSUs are not included in the calculation of diluted loss per share as the effect would be anti-dilutive. The following table contains share totals with a potentially dilutive impact:

	Year Ended December 31,		
	2015	2014	2013
(in thousands)			
Options to purchase common shares	3,331	4,588	4,695
Common stock warrant	—	13	13
Convertible preferred shares (as converted)	—	—	19,530
RSUs	1,703	1,376	858

**Cash and Cash Equivalents** —The Company considers all highly liquid investments purchased with original maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of cash held in bank deposit accounts and short-term, highly-liquid investments with remaining maturities of three months or less at the date of purchase, consisting of money-market funds.

**Investments** — Investments consist of corporate debt securities and U.S. government agency obligations. Securities having remaining maturities of more than three months at the date of purchase and less than one year from the date of the balance sheets are classified as short-term, and those with maturities of more than one year from the date of the balance sheet are classified as long-term in the consolidated balance sheets. The Company classifies its debt investments with readily determinable market values as available-for-sale. These investments are classified as investments on the consolidated balance sheets and are carried at fair market value, with unrealized gains and losses considered to be temporary in nature reported as accumulated other comprehensive loss, a separate component of stockholders' equity. The Company reviews all investments for reductions in fair value that are other-than-temporary. When such reductions occur, the cost of the investment is adjusted to fair value through recording a loss on investments in the consolidated statements of operations. Gains and losses on investments are calculated on the basis of specific identification.

Investments are considered to be impaired when a decline in fair value below cost basis is determined to be other-than-temporary. The Company periodically evaluates whether a decline in fair value below cost basis is other-than-temporary by considering available evidence regarding these investments including, among other factors: the duration of the period that, and extent to which, the fair value is less than cost basis; the financial health of, and business outlook for the issuer, including industry and sector performance and operational and financing cash flow factors; overall market conditions and trends and the Company's intent and ability to retain its investment in the security for a period of time sufficient to allow for an anticipated recovery in market value. Once a decline in fair value is determined to be other-than-temporary, a write-down is recorded and a new cost basis in the security is established.

**Accounts Receivable and Allowance for Doubtful Accounts** —Accounts receivable are carried at the original invoiced amount less an allowance for doubtful accounts based on the probability of future collection. When management becomes aware of circumstances that may decrease the likelihood of collection, it records a specific allowance against amounts due, which reduces the receivable to the amount that management reasonably believes will be collected. For all other customers, management determines the adequacy of the allowance based on historical loss patterns, the number of days that billings are past due and an evaluation of the potential risk of loss associated with specific accounts. To date, losses resulting from uncollected receivables have not exceeded management's expectations.



The following is a rollforward of the Company's allowance for doubtful accounts (in thousands):

	Balance Beginning of Period	Charged to Statement of Operations	Deductions <sup>(1)</sup>	Balance at End of Period
<b>Allowance for doubtful accounts</b>				
Year ended December 31, 2015	\$ 218	\$ 1,367	\$ (1,214)	\$ 371
Year ended December 31, 2014	\$ 175	\$ 632	\$ (589)	\$ 218
Year ended December 31, 2013	\$ 122	\$ 523	\$ (470)	\$ 175

(1) Deductions include actual accounts written-off, net of recoveries.

**Restricted Cash**—The Company had restricted cash of \$363 thousand at December 31, 2015 and \$230 thousand at December 31, 2014 related to landlord guarantees for leased facilities.

**Property and Equipment**—Property and equipment are stated at cost and depreciated using the straight-line method over the estimated useful lives of the related assets. Expenditures for maintenance and repairs are charged to expense as incurred, whereas major betterments are capitalized as additions to leasehold improvements. Depreciation is recorded over the following estimated useful lives:

	<u>Estimated Useful Life</u>
Employee related computer equipment	2 years
Computer equipment and purchased software	3 years
Office equipment	5 years
Furniture and fixtures	5 years
Leasehold improvements	Lesser of lease term or useful life

**Impairment of Long-Lived Assets**—Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable or that the useful lives of those assets are no longer appropriate. Management considers the following potential indicators of impairment of its long-lived assets (asset group): a substantial decrease in the Company's stock price, a significant adverse change in the extent or manner in which a long-lived asset (asset group) is being used, a significant adverse change in legal factors or in the business climate that could affect the value of the long-lived asset (asset group), an accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset (asset group), and a current expectation that, more likely than not, a long lived asset (asset group) will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. When such events occur, the Company compares the carrying amounts of the assets to their undiscounted expected future cash flows. If this comparison indicates that there may be an impairment, the amount of the impairment is calculated as the difference between the carrying value and fair value. For the years presented, the Company did not recognize an impairment charge.

**Goodwill**—Goodwill represents the excess of cost over the fair value of the net tangible and identifiable intangible assets acquired in a business combination. The Company has no other intangible assets with indefinite useful lives. Goodwill is not subject to amortization, but is monitored annually for impairment or more frequently if there are indicators of impairment. Management considers the following potential indicators of impairment: significant underperformance relative to historical or projected future operating results, significant changes in the Company's use of acquired assets or the strategy of the Company's overall business, significant negative industry or economic trends and a significant decline in the Company's stock price for a sustained period. The Company performs its annual impairment test on November 30. Currently, the Company's goodwill is evaluated at the entity level as it is determined there is only one reporting unit. The Company performs a two-step impairment test. In the first step, the fair value of each reporting unit is compared to its carrying amount. If the fair value exceeds the carrying value of the net assets assigned, goodwill is not considered impaired and the second step is not required. If the carrying value exceeds the fair value, then the second step of the impairment test is performed in order to determine the implied fair value of the reporting unit's goodwill. If the carrying value of the goodwill exceeds the fair value, then an impairment charge is recorded. On November 30, 2015 the fair value of the Company's single reporting unit exceeded its carrying amount. Because the fair value of the Company's single reporting unit was in excess of its carrying value and there were no indicators that the Company's goodwill had become impaired since that date, there was no impairment as of November 30, 2015 through December 31, 2015.

For the years ended December 31, 2015, 2014 and 2013, the Company did not recognize an impairment charge.

**Advertising Expense**—The Company expenses advertising as incurred, which is included in sales and marketing expense in the accompanying consolidated statements of operations. The Company incurred \$4.9 million of advertising expense in 2015, \$3.3 million in 2014, and \$3.5 million in 2013.

**Revenue Recognition** —The Company primarily generates revenue from multiple-element arrangements, which typically include subscriptions to its online software solution and professional services which includes on-boarding and training services. The Company’s customers do not have the right to take possession of the online software solution. The Company recognizes revenue when all of the following have occurred:

- persuasive evidence of an arrangement with the customer exists;
- service has been or is being provided;
- the fees are fixed or determinable; and
- collectability of the fees is reasonably assured.

The Company’s arrangements do not contain general rights of return.

In order to treat elements in a multiple-element arrangement as separate units of accounting, the delivered elements must have standalone value and delivery of the undelivered element is probable and within control of the Company.

The Company has determined that subscriptions for its online software solution have standalone value because, once a customer launches its initial site, the online software solution is fully functional and does not require any additional development, modification, or customization.

Professional services consists primarily of on-boarding and web-based and in-person training, are not required to use the online software solution, and are determined to have stand-alone value from the related subscription services because they are sold separately by the Company and third parties.

When multiple-element arrangements are separated into different units of accounting, the arrangement consideration is allocated to the identified separate units based on a relative selling price hierarchy. The estimated fair value of each element is determined based upon the following hierarchy: (1) vendor specific objective evidence (“VSOE”) of fair value, (2) third party evidence of selling price (“TPE”), or (3) the Company’s best estimate of selling price (“BESP”). The Company is not able to establish VSOE of fair value for undelivered elements, which in most instances is subscription and training and professional services, based on its pricing practices, and there is not a reliable measure of TPE of selling price. As such, arrangement consideration is allocated amongst multiple deliverable arrangements using BESP. The Company establishes BESP for each deliverable primarily considering the median of actual sales prices of each type of subscription and other professional services sold. The Company considers each type of subscription and service as well as pricing and geographic information when establishing BESP. Arrangement consideration is allocated such that the revenue recognized does not exceed the fee subject to refund.

Revenue from subscriptions is recognized ratably over the subscription period beginning on the date the Company’s subscription is made available to customers. Substantially all subscription contracts are one year or less. The Company recognizes revenue from on-boarding and training services as the services are provided.

The Company pays its marketing agency partners a commission of the subscription sales price for sales to customers. The classification of the commission paid on the Company’s consolidated statements of operations depends on who is purchasing its subscription. In instances where the customer is purchasing the subscription, the Company is the primary obligor and records the commission paid to the agency partner as sales and marketing expense. When the agency partner purchases the subscription directly from the Company, the Company nets the consideration paid to the partner against the associated revenue it recognizes, as in these instances the Company’s customer is the partner and the Company’s remaining obligations are to the partner. The Company does not believe that it receives a tangible benefit from the payment back to the partner. The Company has \$4.9 million accrued for partner commissions at December 31, 2015 and \$2.8 million accrued for partner commissions at December 31, 2014. These amounts are included within other accrued expenses on the balance sheets.

Sales taxes collected from customers and remitted to government authorities are excluded from revenue.

Amounts that have been invoiced are recorded in accounts receivable and deferred revenue or revenue, depending on whether the revenue recognition criteria have been met. Deferred revenue represents amounts billed for which revenue has not yet been recognized. Deferred revenue that will be recognized during the succeeding 12-month period is recorded as current deferred revenue and the remaining portion is recorded as long-term deferred revenue.

**Concentrations of Credit Risk and Significant Customers** —Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash, investments and accounts receivable.

A significant portion of the Company's cash and cash equivalents is held at one financial institution that management believes to be of high credit quality. Although the Company deposits its cash and cash equivalents with multiple financial institutions, its deposits exceed federally insured limits.

The Company's investments consist of highly rated corporate debt securities and U.S. government agency obligations. The Company limits the amount of investments in any single issuer. The Company believes that, as of December 31, 2015, its concentration of credit risk related to investments was not significant.

The Company has no significant off-balance sheet risk such as foreign exchange contracts, option contracts, or other hedging arrangements.

The Company generally does not require collateral from its customers and generally requires payment 30 days from the invoice date. The Company maintains an allowance for doubtful accounts based on its assessment of the collectability of accounts receivable. Credit risk arising from accounts receivable is mitigated as a result of transacting with a large number of geographically dispersed customers spread across various industries.

At December 31, 2015 and 2014 there were no customers that represented more than 10% of the net accounts receivable balance. There were no customers that individually exceeded 10% of the Company's revenue in any of the periods presented.

**Foreign Currency**—The functional currency of the Company's foreign subsidiaries is the local currency. Assets and liabilities denominated in a foreign currency are translated into U.S. dollars at the exchange rates in effect at the balance sheet dates; with the resulting translation adjustments directly recorded to a separate component of accumulated other comprehensive loss. Income and expense accounts are translated at the weighted-average exchange rates during the period. Foreign currency transaction gains and losses are recorded in other income (expense).

**Research and Development**—Research and development expenses include payroll, employee benefits and other expenses associated with product development.

**Capitalized Software Development Costs**—Certain payroll and stock compensation costs incurred to develop functionality for the Company's software platform, as well as certain upgrades and enhancements that are expected to result in increased functionality are capitalized. The costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, certain internal costs are capitalized until the software is substantially complete and ready for its intended use. Capitalized software development costs are amortized on a straight-line basis over their estimated useful life of two years. Management evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

Capitalized software development costs consisted of the following:

	<u>December 31, 2015</u>	<u>December 31, 2014</u>
	(in thousands)	
Gross capitalized software development costs	\$ 18,737	\$ 14,219
Accumulated amortization	(14,082)	(9,786)
Capitalized software development costs, net	<u>\$ 4,655</u>	<u>\$ 4,433</u>

The Company capitalized software development costs of \$4.5 million in 2015, \$4.9 million in 2014, and \$3.7 million in 2013. Stock-based compensation costs included in capitalized software were \$492 thousand in 2015, \$235 thousand in 2014, and \$273 thousand in 2013.

Amortization of capitalized software development costs was \$4.6 million in 2015, \$3.9 million in 2014, and \$2.6 million in 2013. Amortization expense is included in cost of revenue in the consolidated statements of operations.

**Income Taxes**—Deferred tax assets and liabilities are recognized for the differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities using tax rates expected to be in effect in the years in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Accounting for uncertainty in income taxes recognized in the financial statements is in accordance with accounting authoritative guidance, which prescribes a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination. If the tax position is deemed "more-likely-

than-not” to be sustained, the tax position is then assessed to determine the amount of benefit to recognize in the financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50 percent likelihood of being realized upon ultimate settlement. Our intention is to reinvest the total amount of our unremitted foreign earnings in the local international jurisdictions, except for instances where we can remit such earnings to the U.S. without an associated net tax cost. As a result, we do not provide for United States taxes on the unremitted earnings of our international subsidiaries.

**Stock-Based Compensation** —The Company accounts for all stock options and awards granted to employees and nonemployees using a fair value method. Stock-based compensation is recognized as an expense and is measured at the fair value of the award. The measurement date for employee awards is generally the date of the grant. The measurement date for nonemployee awards is generally the date the awards vest. Stock-based compensation costs are recognized as expense over the requisite service period, which is generally the vesting period for awards, on a straight-line basis for awards with only a service condition, and using the graded-method for awards with both a performance and service that were granted prior to our IPO, and on a straight-line basis for the awards that were granted following our IPO.

**Recent Accounting Pronouncements** — In November 2015, the Financial Accounting Standards Board (FASB) issued updated guidance that allows entities to present deferred tax assets and deferred tax liabilities as noncurrent in a classified balance sheet. The update simplifies the current guidance, which requires entities to separately present deferred tax assets and deferred tax liabilities as current and noncurrent in a classified balance sheet. The guidance is required for annual reporting periods beginning after December 15, 2016, including interim periods within the reporting period. The Company early adopted the provisions of this update during the fourth quarter of fiscal year 2015 and applied it retrospectively. Adoption of this standard did not materially impact results of operations, retained earnings, or cash flows in the current or previous interim and annual reporting periods.

In September 2015, the FASB issued updated guidance related to simplifying the accounting for measurement period adjustments related to business combinations. The amended guidance eliminates the requirement to retrospectively account for adjustments made during the measurement period. The standard is effective beginning January 1, 2016, with early adoption permitted. The Company does not expect it to have a material impact on our consolidated financial position, results of operations or cash flows.

In May 2014, the FASB issued updated guidance and disclosure requirements for recognizing revenue. The new revenue recognition standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved the deferral of the new standard's effective date by one year. The new standard now is effective for annual and interim reporting periods beginning December 15, 2017. The FASB will permit companies to adopt the new standard early, but not before the original effective date of December 15, 2016. The Company is evaluating the potential impact of adopting this new accounting guidance.

**Reclassifications** — Certain prior year amounts have been reclassified to conform with the current year’s presentation. During the year ended December 31, 2015, the Company classified \$2.9 million of credit card fees associated with customer payments within general and administrative expenses on the consolidated statements of operations. Accordingly, the Company reclassified \$2.0 million of credit card fees associated with customer payments for the year ended December 31, 2014 and \$1.5 million of credit card fees associated with customer payments for the year ended December 31, 2013 from cost of revenues, subscription to general and administrative expenses to conform with this presentation.

### 3. Fair Value of Financial Instruments

The Company measures certain financial assets at fair value. Fair value is determined based upon the exit price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, as determined by either the principal market or the most advantageous market. Inputs used in the valuation techniques to derive fair values are classified based on a three-level hierarchy, as follows:

Level 1 — Quoted prices in active markets for identical assets or liabilities.

Level 2 — Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets with insufficient volume or infrequent transactions (less active markets); or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Unobservable inputs to the valuation methodology that are significant to the measurement of fair value of assets or liabilities.

The following table details the fair value measurements within the fair value hierarchy of the Company's financial assets and liabilities at December 31, 2015 and December 31, 2014.

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Money market funds	\$ 32,014	\$ —	\$ —	\$ 32,014
Commercial paper	—	7,711	—	7,711
Corporate bonds	—	70,869	—	70,869
U.S. government agency obligations	—	10,958	—	10,958
<b>Total</b>	<b>\$ 32,014</b>	<b>\$ 89,538</b>	<b>\$ —</b>	<b>\$ 121,552</b>

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
Money market funds	\$ 100,000	\$ —	\$ —	\$ 100,000
<b>Total</b>	<b>\$ 100,000</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 100,000</b>

The Company considers all highly liquid investments purchased with a remaining maturity of three months or less to be cash equivalents. The fair value of the Company's investments in certain money market funds is their face value and such instruments are classified as Level 1 and are included in cash and cash equivalents on the consolidated balance sheets. At December 31, 2015, our Level 2 securities were priced by pricing vendors. These pricing vendors utilize the most recent observable market information in pricing these securities or, if specific prices are not available for these securities, use other observable inputs like market transactions involving identical or comparable securities.

For certain other financial instruments, including accounts receivable, accounts payable, capital leases and other current liabilities, the carrying amounts approximate their fair value due to the relatively short maturity of these balances.

The following tables summarize the composition of our short- and long-term investments at December 31, 2015. The Company did not have any investments at December 31, 2014.

	December 31, 2015			
	Amortized Cost	Unrealized Gains	Unrealized (Losses)	Aggregate Fair Value
	(in thousands)			
Commercial paper	\$ 7,721	\$ —	\$ (10)	\$ 7,711
Corporate bonds	71,207	—	(338)	70,869
U.S. government agency obligations	10,998	—	(40)	10,958
<b>Total</b>	<b>\$ 89,926</b>	<b>\$ —</b>	<b>\$ (388)</b>	<b>\$ 89,538</b>

For all of our securities for which the amortized cost basis was greater than the fair value at December 31, 2015, the Company has concluded that there is no plan to sell the security nor is it more likely than not that the Company would be required to sell the security before its anticipated recovery. In making the determination as to whether the unrealized loss is other-than-temporary, the Company considered the length of time and extent the investment has been in an unrealized loss position, the financial condition and near-term prospects of the issuers, the issuers' credit rating and the time to maturity.

#### Contractual Maturities

The contractual maturities of short-term and long-term investments held at December 31, 2015 are as follows:

	December 31, 2015	
	Amortized Cost Basis	Aggregate Fair Value
	(in thousands)	
Due within one year	\$ 49,068	\$ 48,972
Due after 1 year through 2 years	40,858	40,566
<b>Total</b>	<b>\$ 89,926</b>	<b>\$ 89,538</b>

#### 4. Property and Equipment

Property and equipment as of December 31, 2015 and December 31, 2014 consists of the following:

	December 31.	
	2015	2014
	(in thousands)	
Computer equipment & purchased software	\$ 1,237	\$ 904
Employee computer equipment	307	—
Furniture and fixtures	3,907	3,010
Office equipment	1,209	1,118
Leasehold improvements	17,086	10,153
Equipment under capital lease	1,409	562
Total property and equipment	25,155	15,747
Less accumulated depreciation	(6,994)	(4,366)
Property and equipment, net	\$ 18,161	\$ 11,381

Depreciation expense was \$2.7 million in 2015, \$1.7 million in 2014, and \$1.5 million in 2013.

Accumulated depreciation for equipment under capital lease was \$508 thousand as of December 31, 2015, \$339 thousand as of December 31, 2014, and \$272 thousand as of December 31, 2013

#### 5. Intangible Assets

During the year ended December 31, 2015, the Company acquired certain assets and treated this purchase as a business combination. The Company paid cash considerations of \$600 thousand for these assets and allocated \$107 thousand to acquired technology, \$50 thousand to certain other assets, and the remaining \$443 thousand to goodwill.

Intangible assets as of December 31, 2015 and 2014 consist of the following:

	Weighted Average Remaining Useful Life	December 31,	
		2015	2014
		(in thousands)	
Acquired technology	13 Months	\$ 852	\$ 745
Acquired intellectual property	15 Months	80	80
Accumulated amortization		(832)	(736)
Total		\$ 100	\$ 89

The estimated useful life of acquired technology and intellectual property is three years. The Company evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets. The goodwill and intangible assets are expected to be deductible for U.S. federal income tax purposes.

Amortization expense related to intangible assets was \$96 thousand in 2015, \$138 thousand in 2014, and \$359 thousand in 2013. Amortization expense of acquired technology is included in cost of subscription revenue in the consolidated statements of operations. Amortization expense of acquired intellectual property is included in sales and marketing expense in the consolidated statements of operations.

Estimated future amortization expense for intangible assets as of December 31, 2015 is as follows:

Years ended December 31,	Amortization Expense (in thousands)
2016	\$ 84
2017	16
Total	\$ 100

## 6. Debt

The Company has a \$35 million revolving line of credit outstanding (the "Loan Agreement") that expires in March 2017. Under the Loan Agreement the Company is required to maintain compliance with certain financial covenants, including the delivery of financial and other information, limitations on cash balances outside the United States, and meeting certain minimum quarterly recurring subscription revenue levels, which increase throughout the life of the Loan Agreement. There was no outstanding balance under the Loan Agreement as of December 31, 2015. The available borrowing balance is limited by outstanding letters of credit totaling \$4.3 million at December 31, 2015; therefore, the Company has approximately \$30.7 million available to borrow as of December 31, 2015. The Company was in compliance with all covenants at December 31, 2015 and December 31, 2014.

## 7. Geographic Data

As more fully described in the Company's Summary of Significant Accounting Policies, the Company operates in one operating segment. Revenue and long-lived assets by geographic region, based on physical location of the operations recording the sale or the assets are as follows:

Revenues by geographical region:

	Year Ended December 31,		
	2015	2014	2013
	(In thousands)		
Americas	\$ 154,625	\$ 103,356	\$ 74,437
Europe	23,487	12,270	3,197
Asia Pacific	3,831	250	—
Total	\$ 181,943	\$ 115,876	\$ 77,634
Percentage of revenues generated outside of the United States	15%	11%	4%

Total long-lived assets by geographical region:

	As of December	As of December
	31, 2015	31, 2014
	(In thousands)	
Americas	\$ 15,108	\$ 10,711
Europe	1,885	670
Asia Pacific	1,168	—
Total long lived assets	\$ 18,161	\$ 11,381
Percentage of long lived assets held outside of the United States	17%	6%

## 8. Commitments and Contingencies

The Company leases its office facilities under non-cancelable operating leases that expire at various dates through October 2027. Rent expense for non-cancelable operating leases with free rental periods or scheduled rent increases is recognized on a straight-line basis over the terms of the leases. Certain leases contain optional termination dates. The table below only includes payments up to the optional termination date. If the Company were to extend leases beyond the optional termination date the future commitments would increase by approximately \$12.7 million. Improvement reimbursements from landlords of \$3.7 million are being amortized on a straight-line basis into rent expense over the terms of the leases. The difference between required lease payments and rent expense has been recorded as deferred rent.

Rent expense was \$7.4 million in 2015, \$4.9 million in 2014, and \$3.1 million in 2013. Deferred rent was \$6.4 million as of December 31, 2015 and \$4.3 million as of December 31, 2014.

In April 2015, the Company entered into a new 10 year property lease. The lease commences on January 1, 2016 and the Company will pay an aggregate of approximately \$37 million in rent over the 10 year lease period.

In September 2015, the Company entered into a 5 year property lease. The lease commenced on October 1, 2015 and the Company will pay an aggregate of approximately \$1.3 million in rent over the 5 year lease period.

In November 2015, the Company entered into a 20 year property lease, with the option to break the term at 10 years and 6 months. The lease will become effective once certain landlord work in the building has been completed and the Company will pay an aggregate of approximately \$14 million in rent over the 10 years and 6 months term.

In December 2015, the Company amended an existing lease and expanded the leased premises. The amended lease provides for additional rentable square feet when the term of the existing tenants expire. The amended lease commenced on November 1, 2015 and will expire on October 31, 2027. The Company will pay an aggregate of approximately \$72 million in rent over the lease period.

In December 2015, the Company entered into a 3 year property lease. The lease commences on April 14, 2016 and the Company will pay an aggregate of approximately \$1.7 million in rent over the 3 year lease period.

The Company has additional existing property leases that will require the Company to pay an aggregate of approximately \$2.4 million in rent over the lease periods. These leases expire at various dates through 2020.

Future minimum payments under all operating and capital lease agreements as of December 31, 2015, are as follows:

	<u>Operating</u>	<u>Capital</u>
	(in thousands)	
2016	\$ 9,091	\$ 561
2017	10,687	287
2018	10,579	—
2019	10,345	—
2020	10,513	—
Thereafter	77,373	—
<b>Total</b>	<u>\$ 128,588</u>	<u>848</u>
Less: Portion representing interest		(29)
<b>Capital lease obligation</b>		<u>\$ 819</u>

Additionally, in May 2015, the Company entered into a renewal agreement with a customer relationship management vendor. The Company's contractual obligation under this agreement is approximately \$30 million, payable over the sixty-month term of the agreement. Additionally, in December 2015, the Company entered into a renewal agreement with a web-hosting vendor. The Company's contractual obligation under this agreement is approximately \$32 million, payable over the three-year term of the agreement.

#### *Legal Contingencies*

From time to time the Company may become involved in legal proceedings or be subject to claims arising in the ordinary course of its business. Although the results of litigation and claims cannot be predicted with certainty, the Company currently believes that the final outcome of these ordinary course matters will not have a material adverse effect on its business, operating results, financial condition or cash flows. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors.



## 9. Changes in Accumulated Other Comprehensive Loss

The following table summarizes the changes in accumulated other comprehensive loss, which is reported as a component of stockholders' equity, for the years ended December 31, 2015 and 2014:

	Cumulative Translation Adjustment	Unrealized Loss on Investments	Total
	(in thousands)		
Beginning balance at January 1, 2014	\$ (79)	\$ —	\$ (79)
Other comprehensive loss before reclassifications	(66)	—	(66)
Amounts reclassified from accumulated other comprehensive income	—	—	—
Ending balance at December 31, 2014	\$ (145)	\$ —	\$ (145)
Other comprehensive loss before reclassifications	(272)	(388)	(660)
Amounts reclassified from accumulated other comprehensive income	—	—	—
Ending balance at December 31, 2015	\$ (417)	\$ (388)	\$ (805)

## 10. Stockholders' Equity and Stock-Based Compensation

Upon the closing of the IPO on October 15, 2014, all outstanding convertible preferred stock was converted into 19,529,713 shares of common stock on a one-to-three basis. No convertible preferred stock was outstanding as of December 31, 2015 or December 31, 2014.

**Common Stock Reserved** —As of December 31, 2015 and 2014, the Company has authorized 500 million shares of common stock. The number of shares of common stock reserved for the vesting of RSUs, exercise of common stock options and exercise of a warrant are as follows (in thousands):

	December 31, 2015	December 31, 2014
Common stock warrant	—	13
Restricted stock units	1,703	1,376
Common stock options	3,331	4,588
	<u>5,034</u>	<u>5,977</u>

**Equity Incentive Plan** —The Company's 2007 Equity Incentive Plan (the "2007 Plan") was terminated in connection with the IPO, and accordingly, no shares are available for issuance under the 2007 Plan. The 2007 Plan will continue to govern outstanding awards granted thereunder. The 2007 Plan provided for the grant of qualified incentive stock options and nonqualified stock options or other awards such as RSUs to the Company's employees, officers, directors and outside consultants. The term of each option is fixed by our compensation committee and may not exceed 10 years from the date of grant. As of December 31, 2015, 2.9 million options to purchase common stock and 479 thousand RSUs remained outstanding under the 2007 Plan.

On September 25, 2014, the Company's board of directors adopted and the Company's stockholders approved the 2014 Stock Option and Incentive Plan (the "2014 Plan"). The 2014 Plan became effective upon the closing of the Company's IPO. The Company initially reserved 1,973,551 shares of its common stock, or the Initial Limit, for the issuance of awards under the 2014 Plan. The 2014 Plan provides that the number of shares reserved and available for issuance under the plan automatically increases each January 1, beginning on January 1, 2015, by 5% of the outstanding number of shares of the Company's common stock on the immediately preceding December 31 or such lesser number of shares as determined by the compensation committee. This number is subject to adjustment in the event of a stock split, stock dividend or other change in the Company's capitalization. The term of each option is fixed by our compensation committee and may not exceed 10 years from the date of grant. As of December 31, 2015, 397 thousand options to purchase common stock and 1.2 million RSUs remained outstanding under the 2014 Plan.

**Equity Compensation Expense** —The Company's equity compensation expense is comprised of awards of options to purchase common stock, restricted stock awards (RSAs), RSUs, and shares obtained through the Company's Employee Stock Purchase Plan ("ESPP").

The following two tables show stock compensation expense by award type and where the stock compensation expense is recorded in the Company's consolidated statements of operations:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Options	\$ 6,349	\$ 5,128	\$ 3,080
Vesting of RSAs	—	—	384
ESPP	1,035	—	—
RSUs	13,924	11,230	—
Total stock-based compensation	<u>\$ 21,308</u>	<u>\$ 16,358</u>	<u>\$ 3,464</u>

	2015	2014	2013
	(in thousands)		
Cost of revenue, subscription	\$ 341	\$ 128	\$ 50
Cost of revenue, service	1,216	498	211
Research and development	6,327	6,190	691
Sales and marketing	7,658	5,596	1,194
General and administrative	5,766	3,946	1,318
Total stock-based compensation	<u>\$ 21,308</u>	<u>\$ 16,358</u>	<u>\$ 3,464</u>

Excluded from stock-based compensation expense is \$492 thousand of capitalized software development costs in 2015, \$235 thousand in 2014, and \$273 thousand in 2013.

**Stock Options**—The fair value of employee options is estimated on the date of each grant using the Black-Scholes option-pricing model with the following assumptions:

	Year Ended December 31,		
	2015	2014	2013
Risk-free interest rate	1.36% - 1.53%	1.79% - 2.67%	0.82% - 1.86%
Expected term (in years)	6.18 - 6.22	5.0 - 6.5	4.6 - 6.5
Volatility	43.0% - 51.6%	44.8% - 50.9%	46.8% - 54.7%
Expected dividends	—	—	—

The weighted-average grant-date fair value of options granted was \$16.53 per share in 2015, \$9.72 per share in 2014, and \$6.84 per share in 2013.

The interest rate was based on the U.S. Treasury bond rate at the date of grant with a maturity approximately equal to the expected term. The expected term of options granted to employees was calculated using the simplified method, which represents the average of the contractual term of the option and the weighted-average vesting period of the option. The expected term of options granted to nonemployees is equal to the remaining contractual term as of the measurement date. Expected volatility for the Company's common stock was based on an average of the historical volatility of a peer group of similar public companies. The assumed dividend yield is based upon the Company's expectation of not paying dividends in the foreseeable future. The estimation of share-based awards that will ultimately vest requires judgment, and to the extent actual results differ from the Company's estimates, such amounts will be recorded as an adjustment in the period estimates are revised.

Prior to the Company's IPO, the fair value of the common stock was determined by the Board of Directors at each award grant date based upon a variety of factors, including the results obtained from independent third-party valuations, the Company's financial position and historical financial performance, the status of technological developments within the Company's products, the composition and ability of the engineering and management team, an evaluation of benchmark of the Company's competition, the climate in the marketplace, the illiquid nature of the common stock, arm's-length sales of the Company's capital stock (including redeemable convertible preferred stock), the effect of the rights and preferences of the preferred stockholders and the prospects of a liquidity event, among others. After the Company's IPO, the fair value of the Company's common stock is the closing price of the stock on the date of grant.

The stock option activity for the year ended December 31, 2015 is as follows :

	Options (in thousands)	Weighted- Average Exercise Price	Weighted- Average Remaining Life (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding—January 1, 2015	4,588	\$ 9.64	7.6	\$ 110,396
Granted	318	34.51		
Exercised	(1,334)	7.53		
Forfeited/expired	(241)	18.73		
Outstanding—December 31, 2015	<u>3,331</u>	12.18	6.9	\$ 146,994
Options vested or expected to vest—December 31, 2015	3,202	\$ 11.80	6.9	\$ 142,552
Options exercisable—December 31, 2015	2,174	\$ 7.97	6.3	\$ 104,844

Total unrecognized compensation cost related to the nonvested options granted under the 2007 Plan and the 2014 Plan was \$8.2 million at December 31, 2015. That cost is expected to be recognized over a weighted-average period of 2.4 years as of December 31, 2015.

**Common Stock Warrant**—In 2012, in conjunction with the Loan Agreement, the Company issued a warrant to purchase 13 thousand shares of common stock at an exercise price of \$5.70 per share with an expiration date of April 2022. The warrant was exercised in 2015.

**Restricted Stock Units**—RSUs vest upon achievement of a service condition and a performance condition. As soon as practicable following each vesting date, the Company will issue to the holder of the RSUs the number of shares of common stock equal to the aggregate number of RSUs that have vested. Notwithstanding the foregoing, the Company may, in its sole discretion, in lieu of issuing shares of common stock to the holder of the RSUs, pay the holder an amount in cash equal to the fair market value of such shares of common stock. The service condition is a time-based condition met over a period of four years, with 25% met after one year, and then in equal monthly installments over the succeeding three years. The performance condition is met upon a sale event or six months following the Company's IPO, which was not considered probable as of December 31, 2013 and therefore no stock-based compensation expense was recorded in the consolidated financial statements as of that date. Upon completion of the Company's IPO the Company began recording stock-based compensation expense based on the grant-date fair value of the RSUs using the accelerated attribution method for RSUs granted prior to its IPO and using the straight-line method for RSUs granted following its IPO, net of estimated forfeitures. The stock compensation expense associated with RSUs where the service condition had been met prior to the IPO was also recognized on the date of the IPO, using the accelerated attribution method. The total stock-based compensation expense expected to be recorded over the remaining life of outstanding RSUs is approximately \$36.3 million at December 31, 2015. That cost is expected to be recognized over a weighted-average period of 3.3 years as of December 31, 2015. As of December 31, 2015 there are 1.5 million RSUs expected to vest with an aggregate intrinsic value of \$82.5 million. The total fair value of RSUs vested was approximately \$11.9 million in the year ended December 31, 2015. No RSUs vested in years ended December 31, 2014 and 2013.

The following table summarizes the activity related to RSUs for the year ended December 31, 2015:

	RSUs Outstanding	
	Shares (in thousands)	Weighted- Average Grant Date Fair Value Per Share
Unvested and outstanding at January 1, 2015	1,376	\$ 17.40
Granted	1,284	\$ 40.69
Vested	(752)	\$ 15.83
Canceled	(205)	\$ 25.83
Unvested and outstanding at December 31, 2015	<u>1,703</u>	\$ 34.64

## 11. Employee Stock Purchase Plan

On September 25, 2014, the Company's board of directors adopted and the Company's stockholders approved the 2014 Employee Share Purchase Plan (the "2014 ESPP"). The 2014 ESPP became effective upon the closing of the Company's IPO. The 2014 ESPP authorizes the issuance of up to a total of 709,017 shares of common stock to participating employees, and allows eligible employees to purchase shares of common stock at a 15% discount from the fair market value of the stock as determined on specific

dates at six-month intervals. The offering periods generally start on the first trading day on or after January 1st and July 1st of each year. During the year ended December 31, 2015, the Company issued 29 thousand shares under the 2014 ESPP, with a weighted average purchase price per share of \$28.46. Total cash proceeds from the purchase of shares under the 2014 ESPP in 2015 was \$814 thousand.

## 12. Income Taxes

Loss before provision for income taxes was as follows:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
United States	\$ (47,911)	\$ (49,634)	\$ (34,393)
Foreign	2,270	1,313	119
Total	<u>\$ (45,641)</u>	<u>\$ (48,321)</u>	<u>\$ (34,274)</u>

The (provision) benefit for income taxes consists of the following:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Current income tax provision			
Federal	\$ —	\$ —	\$ —
State	(61)	(20)	—
Foreign	(401)	(12)	—
Total current income tax provision	<u>(462)</u>	<u>(32)</u>	<u>—</u>
Deferred income tax (provision) benefit			
Federal	(10)	—	—
State	—	—	—
Foreign	60	124	—
Total deferred income tax (provision) benefit	<u>50</u>	<u>124</u>	<u>—</u>
Total income tax (provision) benefit	<u>\$ (412)</u>	<u>\$ 92</u>	<u>\$ —</u>

The following reconciles the differences between income taxes computed at the federal statutory rate of 35% and the provision for income taxes:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Expected income tax benefit at the federal statutory rate	\$ 15,974	\$ 16,913	\$ 11,997
State taxes net of federal benefit	2,257	1,709	1,197
Stock-based compensation	(1,685)	(886)	(830)
Difference in foreign tax rates	482	289	27
U.S. tax credits	2,738	1,331	444
Change in valuation allowance	(19,421)	(18,719)	(12,367)
Other	(757)	(545)	(468)
Income tax (provision) benefit	<u>\$ (412)</u>	<u>\$ 92</u>	<u>\$ —</u>

**Deferred Tax Assets and Liabilities**—Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company’s deferred tax assets and liabilities were as follows:

	Year Ended December 31,	
	2015	2014
(in thousands)		
<b>Deferred tax assets:</b>		
Net operating loss carryforwards	\$ 60,188	\$ 46,615
Research and investment credits	5,040	2,334
Accruals and reserves	5,788	3,423
Depreciation	579	372
Intangible assets	223	—
Stock-based compensation	6,901	5,409
Total deferred tax assets	<u>\$ 78,719</u>	<u>\$ 58,153</u>
<b>Deferred tax liabilities:</b>		
Capitalized costs	(3,916)	(2,808)
Total deferred tax liabilities	<u>(3,916)</u>	<u>(2,808)</u>
Valuation allowance	(74,642)	(55,221)
Net deferred tax assets	<u>\$ 161</u>	<u>\$ 124</u>

The Company reviews all available evidence to evaluate its recovery of deferred tax assets, including its recent history of accumulated losses in all tax jurisdictions over the most recent three years as well as its ability to generate income in future periods. The Company has provided a valuation allowance against its U.S. net deferred tax assets as it is more likely than not that these assets will not be realized given the nature of the assets and the likelihood of future utilization.

The valuation allowance increased by \$19.4 million in 2015 and \$16.8 million in 2014, and due to the increase in the deferred tax assets by approximately the same amounts (primarily due to the increase in the net operating loss carryforwards). The Company does not expect any significant changes in its valuation allowance within the next 12 months.

U.S. income taxes on the undistributed earnings of the Company’s three non-U.S. subsidiaries have not been provided for as the Company currently plans to indefinitely reinvest these amounts and has the ability to do so. Cumulative undistributed foreign earnings were not material at December 31, 2015 and December 31, 2014. The Company does not believe it is practicable to estimate with reasonable accuracy the hypothetical amount of the unrecognized deferred tax liability on undistributed foreign earnings given the many factors and assumptions required to estimate the taxable amount after reduction for available foreign tax credits.

The Company had federal and state net operating loss carryforwards of \$212.2 million and \$137.3 million, respectively at December 31, 2015, which expire at various dates through 2035. The Company has generated net operating loss carryforwards from stock compensation deductions and the amount of federal and state excess tax benefits totaling \$21.1 million (net of tax) will be credited to additional paid-in capital when realized.

The Company had federal research and development credit carryforwards of \$3.3 million and foreign tax credits of \$100 thousand at December 31, 2015 that expire at various dates through 2035. The Company also has state research and investment credit carryforwards of \$2.2 million and \$246 thousand, respectively that expire at various dates through 2035.

Under Section 382 of the Internal Revenue Code of 1986, as amended, substantial changes in the Company’s ownership may limit the amount of net operating loss carryforwards that could be utilized annually in the future to offset taxable income. Specifically, this limitation may arise in the event of a cumulative change in ownership of the Company of more than 50% within a three-year period. Any such annual limitation may significantly reduce the utilization of net operating loss carryforwards before they expire. The Company performed an analysis as of December 31, 2015, and determined any potential ownership change under Section 382 during the year would not have a material impact on the future utilization of US net operating losses and tax credits. However, future transactions in the Company’s common stock could trigger an ownership change for purposes of Section 382, which could limit the amount of net operating loss carryforwards and other attributes that could be utilized annually in the future to offset taxable income, if any. Any such limitation, whether as the result of sales of common stock by our existing stockholders or sales of common stock by the Company, could have a material adverse effect on results of operations in future years.

In December 2015, U.S. legislation was enacted to permanently reinstate the federal Research & Development tax credit (R&D tax credit) which had expired on December 31, 2014. The Company increased its U.S. net deferred tax assets and related valuation allowance by \$876 thousand for 2015 federal research credit.

**Uncertain Tax Positions** — The Company accounts for uncertainty in income taxes using a two-step process. The Company first determines whether it is more likely than not that a tax position will be sustained upon examination by the tax authority, including resolutions of any related appeals or litigation processes, based on technical merit. If a tax position meets the more-likely-than-not recognition threshold it is then measured to determine the amount of benefit to recognize in the financial statements. The tax position is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement.

The following summarizes activity related to unrecognized tax benefits:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Unrecognized benefit—beginning of the year	\$ 1,713	\$ 1,030	\$ 667
Gross increases—current period positions	171	683	363
Gross decrease—prior period positions	(1,211)	—	—
Unrecognized benefit—end of period	<u>\$ 673</u>	<u>\$ 1,713</u>	<u>\$ 1,030</u>

All of the gross unrecognized tax benefits represent a reduction to the research and development tax credit carryforward. The gross decrease to prior period positions is a result of the Company completing IRS documentation of all credits generated since inception.

All of the unrecognized tax benefits decrease deferred tax assets with a corresponding decrease to the valuation allowance. None of the unrecognized tax benefits would affect the Company's effective tax rate if recognized in the future.

The Company has elected to recognize interest and penalties related to uncertain tax positions as a component of income tax expense. No interest or penalties have been recorded through December 31, 2015.

The Company does not expect any significant change in its unrecognized tax benefits within the next 12 months.

The Company files tax returns in the United States, Ireland, Australia, Singapore and various state jurisdictions. All of the Company's tax years remain open to examination by major taxing jurisdictions to which the Company is subject, as carryforward attributes generated in past years may still be adjusted upon examination by the Internal Revenue Service or state and foreign tax authorities if they have or will be used in future periods. The Company is routinely examined by various taxing authorities. The IRS announced a federal income tax audit for the tax year 2013 in the fourth quarter of 2015. The current federal income tax audit is ongoing and is expected to be completed in 2016. The Company does not expect that the results of ongoing audits and examinations will have a material effect on its financial condition or results of operations.

### 13. Employee Benefit Plan

In July 2008, the Company established a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. This plan covers substantially all employees who meet minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pretax basis, subject to legal limitations. Total contributions were \$1.2 million in 2015, \$549 thousand in 2014, and \$366 thousand in 2013.

#### 14. Quarterly Financial Results (unaudited)

	Fourth Quarter	Third Quarter	Second Quarter	First Quarter
	(in thousands, except per share amounts)			
Year ended December 31, 2015				
Revenue	\$ 53,126	\$ 47,711	\$ 42,941	\$ 38,166
Cost of revenue	13,707	12,478	11,273	10,465
Gross profit	39,419	35,233	31,668	27,701
Net loss	(10,252)	(13,552)	(11,392)	(10,858)
Net loss attributable to common stockholders	(10,252)	(13,552)	(11,392)	(10,858)
Basic and diluted net loss attributable to common stockholders per share	\$ (0.30)	\$ (0.40)	\$ (0.34)	\$ (0.34)
Year ended December 31, 2014				
Revenue	\$ 34,157	\$ 30,448	\$ 27,098	\$ 24,174
Cost of revenue	9,929	9,205	8,282	7,664
Gross profit	24,228	21,243	18,816	16,510
Net loss	(19,697)	(10,793)	(8,279)	(9,465)
Net loss attributable to common stockholders	(19,988)	(10,806)	(8,292)	(9,477)
Basic and diluted net loss attributable to common stockholders per share	\$ (0.69)	\$ (1.84)	\$ (1.44)	\$ (1.73)

#### ITEM 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

#### ITEM 9A. Controls and Procedures

##### (a) Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a- 15(e) and 15d- 15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act), as of the end of the period covered by this Annual Report on Form 10-K. Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of such date, our disclosure controls and procedures were effective.

##### (b) Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Our internal control system was designed to provide reasonable assurance to our management and board of directors regarding the preparation and fair presentation of published financial statements.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2015. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework (2013). Based on our assessment we believe that as of December 31, 2015, our internal control over financial reporting is effective based on those criteria.

Deloitte & Touche LLP, our independent registered public accounting firm, which audited our consolidated financial statements, has issued an attestation report on our internal control over financial reporting, which is included in Item 8 of this Annual Report on Form 10-K.

##### (c) Inherent Limitations of Internal Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in

decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations, misstatements due to error or fraud may occur and not be detected.

**(d) Changes in Internal Control over Financial Reporting**

There was a change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the period covered by this Annual Report on Form 10-K that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. Based on this definition, management previously reported a material weakness in the Company's internal control over financial reporting for the periods ended June 30, 2015 and September 30, 2015. We determined that based on certain Company employees violating the Company's Code of Business Conduct and Ethics in connection with attempts to procure a draft manuscript of a book believed to involve such employees and the Company, that an entity-level control did not operate effectively, and such ineffectiveness constituted a material weakness. This entity-level control deficiency did not result in a misstatement of the Company's financial statements.

As disclosed in our Quarterly Reports on Form 10-Q for the quarters ended June 30, 2015 and September 30, 2015, we implemented changes in the fourth quarter of 2015 in our internal control over financial reporting in accordance with our remediation plan. These changes included developing and implementing a Company-wide Code of Business Conduct and Ethics training program and annual employee certification.

These changes have strengthened our internal control over financial reporting and remediated the material weakness we previously identified.

**(e) Report of independent registered public accounting firm**



## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of HubSpot, Inc.  
Cambridge, Massachusetts

We have audited the internal control over financial reporting of HubSpot, Inc. and subsidiaries (the "Company") as of December 31, 2015, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2015 of the Company and our report dated February 24, 2016 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche LLP

Boston, Massachusetts

February 24, 2016

### **ITEM 9B. Other Information**

None.

## PART III

### **ITEM 10. Directors, Executive Officers and Corporate Governance**

The complete response to this Item regarding the backgrounds of our executive officers and directors and other information required by Items 401, 405 and 407 of Regulation S-K will be contained in our definitive proxy statement for our 2016 Annual Meeting of Stockholders.

### **Code of Business Conduct and Ethics**

We have adopted a code of business conduct and ethics that is applicable to all of our employees, officers and directors including our chief executive officer and senior financial officers, which is available on our website under “Investor Relations—Corporate Governance.”

### **ITEM 11. Executive Compensation**

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2016 Annual Meeting of Stockholders.

### **ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2016 Annual Meeting of Stockholders.

### **ITEM 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2016 Annual Meeting of Stockholders.

### **ITEM 14. Principal Accountant Fees and Services**

The information required by this Item is incorporated by reference herein to our definitive proxy statement for our 2016 Annual Meeting of Stockholders.

## PART IV

### ITEM 15. Exhibits, Financial Statement Schedules

(a) Documents Filed as Part of this Annual Report on Form 10-K

1. Financial Statements (included in Item 8 of this Annual Report on Form 10-K):

- Report of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2015 and 2014
- Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013
- Consolidated Statements of Comprehensive Income for the years ended December 31, 2015, 2014 and 2013
- Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014 and 2013
- Consolidated Statements of Stockholders' Equity (Deficit) for the years ended December 31, 2015, 2014 and 2013
- Notes to Consolidated Financial Statements

2. Financial Statement Schedules

Financial statements schedules are omitted as they are either not required or the information is otherwise included in the consolidated financial statements.

3. The exhibits required by Item 601 of Regulation S-K are listed in the Exhibit Index immediately preceding the exhibits and are incorporated herein.

**Signatures**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Cambridge, Commonwealth of Massachusetts, on the 24th day of February, 2016.

**HUBSPOT, INC.**

By: /s/ Brian Halligan  
Brian Halligan

*Chief Executive Officer and Chairman*

## POWER OF ATTORNEY

We, the undersigned directors and officers of HubSpot, Inc. (the “Company”), hereby and severally constitute and appoint Brian Halligan, J.D. Sherman and John Kinzer and each of them singly, our true and lawful attorneys, with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, and to file any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of us might or could do in person and hereby ratifying and confirming all that said attorneys and each of them, or their substitutes, shall do or cause to be done by virtue of this Power of Attorney.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Brian Halligan</u> Brian Halligan	Chief Executive Officer and Chairman <i>(Principal Executive Officer)</i>	February 24, 2016
<u>/s/ John Kinzer</u> John Kinzer	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>	February 24, 2016
<u>/s/ Dharmesh Shah</u> Dharmesh Shah	Director and Chief Technology Officer	February 24, 2016
<u>/s/ Stacey Bishop</u> Stacey Bishop	Director	February 24, 2016
<u>/s/ Larry Bohn</u> Larry Bohn	Director	February 24, 2016
<u>/s/ Ron Gill</u> Ron Gill	Director	February 24, 2016
<u>/s/ Lorrie Norrington</u> Lorrie Norrington	Director	February 24, 2016
<u>/s/ Michael Simon</u> Michael Simon	Director	February 24, 2016
<u>/s/ David Skok</u> David Skok	Director	February 24, 2016

Exhibit number	Description of exhibit
3.1**	Seventh Amended and Restated Certificate of Incorporation (as amended and currently in effect)
3.2**	Amended and Restated Bylaws (as currently in effect)
4.1(1)	Form of Common Stock Certificate
4.2(2)	Fourth Amended and Restated Investors' Rights Agreement between the Registrant and the investors named therein dated October 25, 2012
10.1(3)	Amended and Restated Lease from Jamestown Premier Davenport, LLC to HubSpot, Inc., executed December 14, 2015 and effective as of November 1, 2015
10.2(4)	Lease dated December 11, 2012 between AIG Property Company Limited and HubSpot Ireland Limited
10.3(5)	Lease dated February 14, 2014 between AIG Property Company Limited and HubSpot Ireland Limited
10.4(6)	Lease dated April 23, 2015 between BCSP Cambridge Two Property LLC and HubSpot, Inc.
10.5 (7)#	Form of Indemnification Agreement between the Registrant and each of its Executive Officers and Directors
10. 6(8)#	2007 Equity Incentive Plan and forms of restricted stock agreement and option agreements thereunder
10.7 (9)#	2014 Stock Option and Grant Plan and forms of restricted stock and option agreements thereunder
10.8**	Amended and Restated Loan and Security Agreement dated April 4, 2012 by and between Comerica Bank and the Registrant, as amended
10.9(10)#	2014 Employee Stock Purchase Plan
10.10 (11)#	Non-Employee Director Compensation Policy
10.11 (12)#	Senior Executive Cash Incentive Bonus Plan
21.1**	List of Subsidiaries
23.1**	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm
24.1**	Power of Attorney (included on signature page)
31.1**	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2**	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**ÿ	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS**	XBRL Instance Document.
101.SCH**	XBRL Taxonomy Extension Schema Document.
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document.

# Indicates a management contract or compensatory plan.

\*\* Filed herewith

ÿ The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Annual Report on Form 10-K and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Registrant specifically incorporates any of them by reference.

(1) Incorporated by reference to Exhibit 4.1 to HubSpot, Inc.'s Amendment No. 1 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on

September 26, 2014.

- (2) Incorporated by reference to Exhibit 4.2 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.
- (3) Incorporated by reference to Exhibit 10.1 to HubSpot, Inc.'s Form 8-K filed on December 18, 2015.

- (4) Incorporated by reference to Exhibit 10.2 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.
- (5) Incorporated by reference to Exhibit 10.3 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.
- (6) Incorporated by reference to Exhibit 10.1 to HubSpot, Inc.'s Quarterly Report on Form 10-Q (SEC File No. 001-36680) filed May 7, 2015.
- (7) Incorporated by reference to Exhibit 10.4 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.
- (8) Incorporated by reference to Exhibit 10.5 to HubSpot, Inc.'s Registration Statement on Form S-1 (SEC File No. 333-198333) filed on August 25, 2014.
- (9) Incorporated by reference to Exhibit 10.6 to HubSpot, Inc.'s Amendment No. 1 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on September 26, 2014.
  
- (10) Incorporated by reference to Exhibit 10.8 to HubSpot, Inc.'s Amendment No. 2 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on October 6, 2014.
  
- (11) Incorporated by reference to Exhibit 10.9 to HubSpot, Inc.'s Amendment No. 1 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on September 26, 2014.
  
- (12) Incorporated by reference to Exhibit 10.10 to HubSpot, Inc.'s Amendment No. 1 to Registration Statement on Form S-1 (SEC File No. 333-198333) filed on September 26, 2014.



**SEVENTH AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**OF**

**HUBSPOT, INC.**

HubSpot, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is HubSpot, Inc. The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was June 7, 2007 (the "Original Certificate").
2. This Seventh Amended and Restated Certificate of Incorporation (the "Certificate") amends, restates and integrates the provisions of the Sixth Amended and Restated Certificate of Incorporation that was filed with the Secretary of State of the State of Delaware on October 25, 2012 (the "Amended and Restated Certificate"), and was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL").
3. The text of the Amended and Restated Certificate is hereby amended and restated in its entirety to provide as herein set forth in full.

ARTICLE I

The name of the Corporation is HubSpot, Inc.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington DE 19801, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is Five Hundred Twenty Five Million (525,000,000), of which (i) Five Hundred Million (500,000,000) shares shall be a class designated as common stock, par value \$0.001 per share (the "Common Stock"), and (ii) Twenty Five Million (25,000,000) shares shall be a class designated as undesignated preferred stock, par value \$0.001 per share (the "Undesignated Preferred Stock").

Except as otherwise provided in any certificate of designations of any series of Undesignated Preferred Stock, the number of authorized shares of the class of Common Stock or Undesignated Preferred Stock may from time to time be increased or decreased (but not below the number of shares of such class outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation irrespective of the provisions of Section 242(b)(2) of the DGCL.

The powers, preferences and rights of, and the qualifications, limitations and restrictions upon, each class or series of stock shall be determined in accordance with, or as set forth below in, this Article IV.

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## A. COMMON STOCK

Subject to all the rights, powers and preferences of the Undesignated Preferred Stock and except as provided by law or in this Certificate (or in any certificate of designations of any series of Undesignated Preferred Stock):

(a) the holders of the Common Stock shall have the exclusive right to vote for the election of directors of the Corporation (the "Directors") and on all other matters requiring stockholder action, each outstanding share entitling the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (or on any amendment to a certificate of designations of any series of Undesignated Preferred Stock) that alters or changes the powers, preferences, rights or other terms of one or more outstanding series of Undesignated Preferred Stock if the holders of such affected series of Undesignated Preferred Stock are entitled to vote, either separately or together with the holders of one or more other such series, on such amendment pursuant to this Certificate (or pursuant to a certificate of designations of any series of Undesignated Preferred Stock) or pursuant to the DGCL;

(b) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends, but only when and as declared by the Board of Directors or any authorized committee thereof; and

(c) upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock.

## B. UNDESIGNATED PREFERRED STOCK

The Board of Directors or any authorized committee thereof is expressly authorized, to the fullest extent permitted by law, to provide by resolution or resolutions for, out of the unissued shares of Undesignated Preferred Stock, the issuance of the shares of Undesignated Preferred Stock in one or more series of such stock, and by filing a certificate of designations pursuant to applicable law of the State of Delaware, to establish or change from time to time the number of shares of each such series, and to fix the designations, powers, including voting powers, full or limited, or no voting powers, preferences and the relative, participating, optional or other special rights of the shares of each series and any qualifications, limitations and restrictions thereof.

## ARTICLE V

### STOCKHOLDER ACTION

1. Action without Meeting. Any action required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders and may not be taken or effected by a written consent of stockholders in lieu thereof.

2. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office, and special meetings of stockholders may not be called by any other person or persons. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation.

## ARTICLE VI

### DIRECTORS

1. General. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided herein or required by law.

2. Election of Directors. Election of Directors need not be by written ballot unless the By-laws of the Corporation (the "By-laws") shall so provide.

3. Number of Directors; Term of Office. The number of Directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The Directors, other than those who may be elected by the holders of any series of Undesignated Preferred Stock, shall be classified, with respect to the term for which they severally hold office,

into three classes. The initial Class I Directors of the Corporation shall be Larry Bohn, Ron Gill and Brian Halligan; the initial Class II Directors of the Corporation shall be Lorrie Norrington, Dharmesh Shah and David Skok; and the initial Class III Directors of the Corporation shall be Stacey Bishop and Michael Simon. The initial Class I Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2015, the initial Class II Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2016, and the initial Class III Directors shall serve for a term expiring at the annual meeting of stockholders to be held in 2017. At each annual meeting of stockholders, Directors elected to succeed those Directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Notwithstanding the foregoing, the Directors elected to each class shall hold office until their successors are duly elected and qualified or until their earlier resignation, death or removal.

Notwithstanding the foregoing, whenever, pursuant to the provisions of Article IV of this Certificate, the holders of any one or more series of Undesignated Preferred Stock shall have the right, voting separately as a series or together with holders of other such series, to elect Directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Certificate and any certificate of designations applicable to such series.

4. Vacancies. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors and to fill vacancies in the Board of Directors relating thereto, any and all vacancies in the Board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board of Directors, and not by the stockholders. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. Subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock to elect Directors, when the number of Directors is increased or decreased, the Board of Directors shall, subject to Article VI.3 hereof, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

5. Removal. Subject to the rights, if any, of any series of Undesignated Preferred Stock to elect Directors and to remove any Director whom the holders of any such series have the right to elect, any Director (including persons elected by Directors to fill vacancies in the Board of Directors) may be removed from office (i) only with cause and (ii) only by the affirmative vote of the holders of 75% or more of the outstanding shares of capital stock then entitled to vote at an election of Directors. At least forty-five (45) days prior to any annual or special meeting of stockholders at which it is proposed that any Director be removed from office, written notice of such proposed removal and the alleged grounds thereof shall be sent to the Director whose removal will be considered at the meeting.

## ARTICLE VII

### LIMITATION OF LIABILITY

A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL or (d) for any transaction from which the Director derived an improper personal benefit. If the DGCL is amended after the effective date of this Certificate to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Any amendment, repeal or modification of this Article VII by either of (i) the stockholders of the Corporation or (ii) an amendment to the DGCL, shall not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a person serving as a Director at the time of such amendment, repeal or modification.

ARTICLE VIII

AMENDMENT OF BY-LAWS

1. Amendment by Directors. Except as otherwise provided by law, the By-laws of the Corporation may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the Directors then in office.

2. Amendment by Stockholders. The By-laws of the Corporation may be amended or repealed at any annual meeting of stockholders, or special meeting of stockholders called for such purpose, by the affirmative vote of at least 75% of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the Board of Directors recommends that stockholders approve such amendment or repeal at such meeting of stockholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, voting together as a single class.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend or repeal this Certificate in the manner now or hereafter prescribed by statute and this Certificate, and all rights conferred upon stockholders herein are granted subject to this reservation. Whenever any vote of the holders of capital stock of the Corporation is required to amend or repeal any provision of this Certificate, and in addition to any other vote of holders of capital stock that is required by this Certificate or by law, such amendment or repeal shall require the affirmative vote of the majority of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of the majority of the outstanding shares of each class entitled to vote thereon as a class, at a duly constituted meeting of stockholders called expressly for such purpose; provided, however, that the affirmative vote of not less than 75% of the outstanding shares of capital stock entitled to vote on such amendment or repeal, and the affirmative vote of not less than 75% of the outstanding shares of each class entitled to vote thereon as a class, shall be required to amend or repeal any provision of Article V, Article VI, Article VII, Article VIII or Article IX of this Certificate.

[End of Text]

THIS SEVENTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION is executed as of this 15<sup>th</sup> day of October , 2014.

HubSpot, Inc.

By: /s/ Brian Halligan  
Name: Brian Halligan  
Title: Chief Executive Officer

**AMENDED AND RESTATED****BY-LAWS****OF****HUBSPOT, INC.**

(the "Corporation")

ARTICLE IStockholders

SECTION 1. Annual Meeting. The annual meeting of stockholders (any such meeting being referred to in these By-laws as an "Annual Meeting") shall be held at the hour, date and place within or without the United States which is fixed by the Board of Directors, which time, date and place may subsequently be changed at any time by vote of the Board of Directors. If no Annual Meeting has been held for a period of thirteen (13) months after the Corporation's last Annual Meeting, a special meeting in lieu thereof may be held, and such special meeting shall have, for the purposes of these By-laws or otherwise, all the force and effect of an Annual Meeting. Any and all references hereafter in these By-laws to an Annual Meeting or Annual Meetings also shall be deemed to refer to any special meeting(s) in lieu thereof.

SECTION 2. Notice of Stockholder Business and Nominations.

## (a) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of other business to be considered by the stockholders may be brought before an Annual Meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of notice provided for in this By-law, who is entitled to vote at the meeting, who is present (in person or by proxy) at the meeting and who complies with the notice procedures set forth in this By-law as to such nomination or business. For the avoidance of doubt, the foregoing clause (ii) shall be the exclusive means for a stockholder to bring nominations or business properly before an Annual Meeting (other than matters properly brought under Rule 14a-8 (or any successor rule) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), and such stockholder must comply with the notice and other procedures set forth in Article I, Section 2(a)(2) and (3) of this By-law to bring such nominations or business properly before an Annual Meeting. In addition to the other requirements set forth in this By-law, for any proposal of business to be considered at an Annual Meeting, it must be a proper subject for action by stockholders of the Corporation under Delaware law.

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(2) For nominations or other business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (ii) of Article I, Section 2(a)(1) of this By-law, the stockholder must (i) have given Timely Notice (as defined below) thereof in writing to the Secretary of the Corporation, (ii) have provided any updates or supplements to such notice at the times and in the forms required by this By-law and (iii) together with the beneficial owner(s), if any, on whose behalf the nomination or business proposal is made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by this By-law. To be timely, a stockholder's written notice shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the one-year anniversary of the preceding year's Annual Meeting; provided, however, that in the event the Annual Meeting is first convened more than thirty (30) days before or more than sixty (60) days after such anniversary date, or if no Annual Meeting were held in the preceding year, notice by the stockholder to be timely must be received by the Secretary of the Corporation not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods shall be referred to as "Timely Notice"). Notwithstanding anything to the contrary provided herein, for the first Annual Meeting following the initial public offering of common stock of the Corporation, a stockholder's notice shall be timely if received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of the ninetieth (90th) day prior to the scheduled date of such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such Annual Meeting is first made or sent by the Corporation. Such stockholder's Timely Notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election or reelection as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected);

(B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, and any material interest in such business of each Proposing Person (as defined below);

(C) (i) the name and address of the stockholder giving the notice, as they appear on the Corporation's books, and the names and addresses of the other Proposing Persons (if any) and (ii) as to each Proposing Person, the following information: (a) the class or series and number of all shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially or of record by such Proposing Person or any of its affiliates or associates (as such terms are defined in Rule 12b-2 promulgated under the Exchange Act), including any shares of any class or series of capital stock of the Corporation as to which such Proposing Person or any of its affiliates or associates has a right to acquire beneficial ownership at any time in the future, (b) all Synthetic Equity Interests (as defined below) in which such Proposing Person or any of its affiliates or associates, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including without limitation, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (c) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any shares of any class or series of capital stock of the Corporation, (d) any rights to dividends or other distributions on the shares of any class or series of capital stock of the Corporation, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, and (e) any performance-related fees (other than an asset based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of shares of any class or series of capital stock of the Corporation or any Synthetic Equity Interests (the disclosures to be made pursuant to the foregoing clauses (a) through (e) are referred to, collectively, as "Material Ownership Interests") and (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person or any of its affiliates or associates with any other person for the purpose of acquiring, holding, disposing or voting of any shares of any class or series of capital stock of the Corporation;

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(D) (i) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the meeting of stockholders (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (ii) identification of the names and addresses of other stockholders (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of all shares of the Corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s); and

(E) a statement whether or not the stockholder giving the notice and/or the other Proposing Person(s), if any, will deliver a proxy statement and form of proxy to holders of, in the case of a business proposal, at least the percentage of voting power of all of the shares of capital stock of the Corporation required under applicable law to approve the proposal or, in the case of a nomination or nominations, at least the percentage of voting power of all of the shares of capital stock of the Corporation reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder (such statement, the "Solicitation Statement").

For purposes of this Article I of these By-laws, the term "Proposing Person" shall mean the following persons: (i) the stockholder of record providing the notice of nominations or business proposed to be brought before a stockholders' meeting, and (ii) the beneficial owner(s), if different, on whose behalf the nominations or business proposed to be brought before a stockholders' meeting is made. For purposes of this Section 2 of Article I of these By-laws, the term "Synthetic Equity Interest" shall mean any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any derivative, swap, hedge, repurchase or so-called "stock borrowing" agreement or arrangement, the purpose or effect of which is to, directly or indirectly: (a) give a person or entity economic benefit and/or risk similar to ownership of shares of any class or series of capital stock of the Corporation, in whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of capital stock of the Corporation, (b) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of capital stock of the Corporation, (c) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of capital stock of the Corporation, or (d) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of capital stock of the Corporation.

(3) A stockholder providing Timely Notice of nominations or business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information (including, without limitation, the Material Ownership Interests information) provided or required to be provided in such notice pursuant to this By-law shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to such Annual Meeting, and such update and supplement shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the fifth (5th) business day after the record date for the Annual Meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth (8th) business day prior to the date of the Annual Meeting (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting).

(4) Notwithstanding anything in the second sentence of Article I, Section 2(a)(2) of this By-law to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least ten (10) days before the last day a stockholder may deliver a notice of nomination in accordance with the second sentence of Article I, Section 2(a)(2), a stockholder's notice required by this By-law shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) General.

(1) Only such persons who are nominated in accordance with the provisions of this By-law shall be eligible for election and to serve as directors and only such business shall be conducted at an Annual Meeting as shall have been brought before the meeting in accordance with the provisions of this By-law or in accordance with Rule 14a-8 under the Exchange Act. The Board of Directors or a designated committee thereof shall have the power to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the provisions of this By-law. If neither the Board of Directors nor such designated committee makes a determination as to whether any stockholder proposal or nomination was made in accordance with the provisions of this By-law, the presiding officer of the Annual Meeting shall have the power and duty to determine whether the stockholder proposal or nomination was made in accordance with the provisions of this By-law. If the Board of Directors or a designated committee thereof or the presiding officer, as applicable, determines that any stockholder proposal or nomination was not made in accordance with the provisions of this By-law, such proposal or nomination shall be disregarded and shall not be presented for action at the Annual Meeting.

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(2) Except as otherwise required by law, nothing in this Article I, Section 2 shall obligate the Corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the Corporation or the Board of Directors information with respect to any nominee for director or any other matter of business submitted by a stockholder.

(3) Notwithstanding the foregoing provisions of this Article I, Section 2, if the nominating or proposing stockholder (or a qualified representative of the stockholder) does not appear at the Annual Meeting to present a nomination or any business, such nomination or business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Article I, Section 2, to be considered a qualified representative of the proposing stockholder, a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the presiding officer at the meeting of stockholders.

(4) For purposes of this By-law, “public announcement” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(5) Notwithstanding the foregoing provisions of this By-law, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this By-law. Nothing in this By-law shall be deemed to affect any rights of (i) stockholders to have proposals included in the Corporation’s proxy statement pursuant to Rule 14a-8 (or any successor rule), as applicable, under the Exchange Act and, to the extent required by such rule, have such proposals considered and voted on at an Annual Meeting or (ii) the holders of any series of Undesignated Preferred Stock to elect directors under specified circumstances.

SECTION 3. Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Undesignated Preferred Stock, special meetings of the stockholders of the Corporation may be called only by the Board of Directors acting pursuant to a resolution approved by the affirmative vote of a majority of the Directors then in office. The Board of Directors may postpone or reschedule any previously scheduled special meeting of stockholders. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the Corporation. Nominations of persons for election to the Board of Directors of the Corporation and stockholder proposals of other business shall not be brought before a special meeting of stockholders to be considered by the stockholders unless such special meeting is held in lieu of an annual meeting of stockholders in accordance with Article I, Section 1 of these By-laws, in which case such special meeting in lieu thereof shall be deemed an Annual Meeting for purposes of these By-laws and the provisions of Article I, Section 2 of these By-laws shall govern such special meeting.

#### SECTION 4. Notice of Meetings; Adjournments.

(a) A notice of each Annual Meeting stating the hour, date and place, if any, of such Annual Meeting and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given not less than ten (10) days nor more than sixty (60) days before the Annual Meeting, to each stockholder entitled to vote thereat by delivering such notice to such stockholder or by mailing it, postage prepaid, addressed to such stockholder at the address of such stockholder as it appears on the Corporation’s stock transfer books. Without limiting the manner by which notice may otherwise be given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law (“DGCL”).

(b) Notice of all special meetings of stockholders shall be given in the same manner as provided for Annual Meetings, except that the notice of all special meetings shall state the purpose or purposes for which the meeting has been called.

(c) Notice of an Annual Meeting or special meeting of stockholders need not be given to a stockholder if a waiver of notice is executed, or waiver of notice by electronic transmission is provided, before or after such meeting by such stockholder or if such stockholder attends such meeting, unless such attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

(d) The Board of Directors may postpone and reschedule any previously scheduled Annual Meeting or special meeting of stockholders and any record date with respect thereto, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 2 of this Article I of these By-laws or otherwise. In no event shall the public announcement of an adjournment, postponement or rescheduling of any previously scheduled meeting of stockholders commence a new time period for the giving of a stockholder’s notice under this Article I of these By-laws.

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(e) When any meeting is convened, the presiding officer may adjourn the meeting if (i) no quorum is present for the transaction of business, (ii) the Board of Directors determines that adjournment is necessary or appropriate to enable the stockholders to consider fully information which the Board of Directors determines has not been made sufficiently or timely available to stockholders, or (iii) the Board of Directors determines that adjournment is otherwise in the best interests of the Corporation. When any Annual Meeting or special meeting of stockholders is adjourned to another hour, date or place, notice need not be given of the adjourned meeting other than an announcement at the meeting at which the adjournment is taken of the hour, date and place, if any, to which the meeting is adjourned and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting; provided, however, that if the adjournment is for more than thirty (30) days from the meeting date, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting shall be given to each stockholder of record entitled to vote thereat and each stockholder who, by law or under the Certificate of Incorporation of the Corporation (as the same may hereafter be amended and/or restated, the "Certificate") or these By-laws, is entitled to such notice.

SECTION 5. Quorum. A majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders. If less than a quorum is present at a meeting, the holders of voting stock representing a majority of the voting power present at the meeting or the presiding officer may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice, except as provided in Section 4 of this Article I. At such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. The stockholders present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 6. Voting and Proxies. Stockholders shall have one vote for each share of stock entitled to vote owned by them of record according to the stock ledger of the Corporation as of the record date, unless otherwise provided by law or by the Certificate. Stockholders may vote either (i) in person, (ii) by written proxy or (iii) by a transmission permitted by Section 212(c) of the DGCL. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission permitted by Section 212(c) of the DGCL may be substituted for or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. Proxies shall be filed in accordance with the procedures established for the meeting of stockholders. Except as otherwise limited therein or as otherwise provided by law, proxies authorizing a person to vote at a specific meeting shall entitle the persons authorized thereby to vote at any adjournment of such meeting, but they shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by or on behalf of any one of them unless at or prior to the exercise of the proxy the Corporation receives a specific written notice to the contrary from any one of them.

SECTION 7. Action at Meeting. When a quorum is present at any meeting of stockholders, any matter before any such meeting (other than an election of a director or directors) shall be decided by a majority of the votes properly cast for and against such matter, except where a larger vote is required by law, by the Certificate or by these By-laws. Any election of directors by stockholders shall be determined by a plurality of the votes properly cast on the election of directors.

SECTION 8. Stockholder Lists. The Secretary or an Assistant Secretary (or the Corporation's transfer agent or other person authorized by these By-laws or by law) shall prepare and make, at least ten (10) days before every Annual Meeting or special meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for a period of at least ten (10) days prior to the meeting in the manner provided by law. The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

SECTION 9. Presiding Officer. The Board of Directors shall designate a representative to preside over all Annual Meetings or special meetings of stockholders, provided that if the Board of Directors does not so designate such a presiding officer, then the Chairman of the Board, if one is elected, shall preside over such meetings. If the Board of Directors does not so designate such a presiding officer and there is no Chairman of the Board or the Chairman of the Board is unable to so preside or is absent, then the Chief Executive Officer, if one is elected, shall preside over such meetings, provided further that if there is no Chief Executive Officer or the Chief Executive Officer is unable to so preside or is absent, then the President shall preside over such meetings. The presiding officer at any Annual Meeting or special meeting of stockholders shall have the power, among other things, to adjourn such meeting at any time and from time to time, subject to Sections 4 and 5 of this Article I. The order of business and all other matters of procedure at any meeting of the stockholders shall be determined by the presiding officer.

SECTION 10. Inspectors of Elections. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the presiding officer shall appoint one or more inspectors to act at the meeting. Any inspector may, but need not, be an officer, employee or agent of the Corporation. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to

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execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall perform such duties as are required by the DGCL, including the counting of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors. The presiding officer may review all determinations made by the inspectors, and in so doing the presiding officer shall be entitled to exercise his or her sole judgment and discretion and he or she shall not be bound by any determinations made by the inspectors. All determinations by the inspectors and, if applicable, the presiding officer, shall be subject to further review by any court of competent jurisdiction.

## ARTICLE II

### Directors

SECTION 1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided by the Certificate or required by law.

SECTION 2. Number and Terms. The number of directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors. The directors shall hold office in the manner provided in the Certificate.

SECTION 3. Qualification. No director need be a stockholder of the Corporation.

SECTION 4. Vacancies. Vacancies in the Board of Directors shall be filled in the manner provided in the Certificate.

SECTION 5. Removal. Directors may be removed from office only in the manner provided in the Certificate.

SECTION 6. Resignation. A director may resign at any time by giving written notice to the Chairman of the Board, if one is elected, the President or the Secretary. A resignation shall be effective upon receipt, unless the resignation otherwise provides.

SECTION 7. Regular Meetings. The regular annual meeting of the Board of Directors shall be held, without notice other than this Section 7, on the same date and at the same place as the Annual Meeting following the close of such meeting of stockholders. Other regular meetings of the Board of Directors may be held at such hour, date and place as the Board of Directors may by resolution from time to time determine and publicize by means of reasonable notice given to any director who is not present at the meeting at which such resolution is adopted.

SECTION 8. Special Meetings. Special meetings of the Board of Directors may be called, orally or in writing, by or at the request of a majority of the directors, the Chairman of the Board, if one is elected, or the President. The person calling any such special meeting of the Board of Directors may fix the hour, date and place thereof.

SECTION 9. Notice of Meetings. Notice of the hour, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary or an Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the Chairman of the Board, if one is elected, or the President or such other officer designated by the Chairman of the Board, if one is elected, or the President. Notice of any special meeting of the Board of Directors shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communication, sent to his or her business or home address, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his or her business or home address, at least forty-eight (48) hours in advance of the meeting. Such notice shall be deemed to be delivered when hand-delivered to such address, read to such director by telephone, deposited in the mail so addressed, with postage thereon prepaid if mailed, dispatched or transmitted if sent by facsimile transmission or by electronic mail or other form of electronic communications. A written waiver of notice signed before or after a meeting by a director and filed with the records of the meeting shall be deemed to be equivalent to notice of the meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. Except as otherwise required by law, by the Certificate or by these By-laws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 10. Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, but if less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice. Any business which might have been transacted at the meeting as originally noticed may be transacted at such adjourned meeting at which a quorum is present. For purposes of this section, the total number of directors includes any unfilled vacancies on the Board of Directors.

SECTION 11. Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of the directors present shall constitute action by the Board of Directors, unless otherwise required by law, by the Certificate or by these By-laws.

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SECTION 12. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such consent shall be treated as a resolution of the Board of Directors for all purposes.

SECTION 13. Manner of Participation. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting for purposes of these By-laws.

SECTION 14. Presiding Director. The Board of Directors shall designate a representative to preside over all meetings of the Board of Directors, provided that if the Board of Directors does not so designate such a presiding director or such designated presiding director is unable to so preside or is absent, then the Chairman of the Board, if one is elected, shall preside over all meetings of the Board of Directors. If both the designated presiding director, if one is so designated, and the Chairman of the Board, if one is elected, are unable to preside or are absent, the Board of Directors shall designate an alternate representative to preside over a meeting of the Board of Directors.

SECTION 15. Committees. The Board of Directors, by vote of a majority of the directors then in office, may elect one or more committees, including, without limitation, a Compensation Committee, a Nominating & Corporate Governance Committee and an Audit Committee, and may delegate thereto some or all of its powers except those which by law, by the Certificate or by these By-laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the Board of Directors.

SECTION 16. Compensation of Directors. Directors shall receive such compensation for their services as shall be determined by a majority of the Board of Directors, or a designated committee thereof, provided that directors who are serving the Corporation as employees and who receive compensation for their services as such, shall not receive any salary or other compensation for their services as directors of the Corporation.

### ARTICLE III

#### Officers

SECTION 1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers, including, without limitation, a Chairman of the Board of Directors, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine.

SECTION 2. Election. At the regular annual meeting of the Board of Directors following the Annual Meeting, the Board of Directors shall elect the President, the Treasurer and the Secretary. Other officers may be elected by the Board of Directors at such regular annual meeting of the Board of Directors or at any other regular or special meeting.

SECTION 3. Qualification. No officer need be a stockholder or a director. Any person may occupy more than one office of the Corporation at any time.

SECTION 4. Tenure. Except as otherwise provided by the Certificate or by these By-laws, each of the officers of the Corporation shall hold office until the regular annual meeting of the Board of Directors following the next Annual Meeting and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

SECTION 5. Resignation. Any officer may resign by delivering his or her written resignation to the Corporation addressed to the President or the Secretary, and such resignation shall be effective upon receipt, unless the resignation otherwise provides.

SECTION 6. Removal. Except as otherwise provided by law, the Board of Directors may remove any officer with or without cause by the affirmative vote of a majority of the directors then in office.

SECTION 7. Absence or Disability. In the event of the absence or disability of any officer, the Board of Directors may designate another officer to act temporarily in place of such absent or disabled officer.

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SECTION 8. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

SECTION 9. President. The President shall, subject to the direction of the Board of Directors, have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 10. Chairman of the Board. The Chairman of the Board, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 11. Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

SECTION 12. Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 13. Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors and except as the Board of Directors or the Chief Executive Officer may otherwise provide, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation. He or she shall have such other duties and powers as may be designated from time to time by the Board of Directors or the Chief Executive Officer. Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 14. Secretary and Assistant Secretaries. The Secretary shall record all the proceedings of the meetings of the stockholders and the Board of Directors (including committees of the Board of Directors) in books kept for that purpose. In his or her absence from any such meeting, a temporary secretary chosen at the meeting shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation). The Secretary shall have custody of the seal of the Corporation, and the Secretary, or an Assistant Secretary shall have authority to affix it to any instrument requiring it, and, when so affixed, the seal may be attested by his or her signature or that of an Assistant Secretary. The Secretary shall have such other duties and powers as may be designated from time to time by the Board of Directors or the Chief Executive Officer. In the absence of the Secretary, any Assistant Secretary may perform his or her duties and responsibilities. Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors or the Chief Executive Officer may from time to time designate.

SECTION 15. Other Powers and Duties. Subject to these By-laws and to such limitations as the Board of Directors may from time to time prescribe, the officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the Board of Directors or the Chief Executive Officer.

#### ARTICLE IV

##### Capital Stock

SECTION 1. Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the Chairman of the Board, the President or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. The Corporation seal and the signatures by the Corporation's officers, the transfer agent or the registrar may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. Notwithstanding anything to the contrary provided in these Bylaws, the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares (except that the foregoing shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation), and by the approval and adoption of these Bylaws the Board of Directors has determined that all classes or series of the Corporation's stock may be uncertificated, whether upon original issuance, re-issuance, or subsequent transfer.

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SECTION 2. Transfers. Subject to any restrictions on transfer and unless otherwise provided by the Board of Directors, shares of stock that are represented by a certificate may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate theretofore properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require. Shares of stock that are not represented by a certificate may be transferred on the books of the Corporation by submitting to the Corporation or its transfer agent such evidence of transfer and following such other procedures as the Corporation or its transfer agent may require.

SECTION 3. Record Holders. Except as may otherwise be required by law, by the Certificate or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

SECTION 4. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date: (a) in the case of determination of stockholders entitled to vote at any meeting of stockholders, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting and (b) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 5. Replacement of Certificates. In case of the alleged loss, destruction or mutilation of a certificate of stock of the Corporation, a duplicate certificate may be issued in place thereof, upon such terms as the Board of Directors may prescribe.

## ARTICLE V

### Indemnification

SECTION 1. Definitions. For purposes of this Article:

(a) "Corporate Status" describes the status of a person who is serving or has served (i) as a Director of the Corporation, (ii) as an Officer of the Corporation, (iii) as a Non-Officer Employee of the Corporation, or (iv) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity which such person is or was serving at the request of the Corporation. For purposes of this Section 1(a), a Director, Officer or Non-Officer Employee of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person's activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(b) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(c) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(d) "Expenses" means all attorneys' fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e) "Liabilities" means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

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(f) “Non-Officer Employee” means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(g) “Officer” means any person who serves or has served the Corporation as an officer of the Corporation appointed by the Board of Directors of the Corporation;

(h) “Proceeding” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrate or investigative; and

(i) “Subsidiary” shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) fifty percent (50%) or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) fifty percent (50%) or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

## SECTION 2. Indemnification of Directors and Officers .

(a) Subject to the operation of Section 4 of this Article V of these By-laws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), and to the extent authorized in this Section 2.

(1) Actions, Suits and Proceedings Other than By or In the Right of the Corporation . Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director’s or Officer’s behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Corporation), which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director’s or Officer’s Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(2) Actions, Suits and Proceedings By or In the Right of the Corporation . Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses that are incurred by such Director or Officer or on such Director’s or Officer’s behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Corporation, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director’s or Officer’s Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be made under this Section 2(a)(2) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent that, the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Director or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

(3) Survival of Rights . The rights of indemnification provided by this Section 2 shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(4) Actions by Directors or Officers . Notwithstanding the foregoing, the Corporation shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce such Officer’s or Director’s rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

SECTION 3. Indemnification of Non-Officer Employees . Subject to the operation of Section 4 of this Article V of these By-laws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee’s behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee’s Corporate Status, if such Non-Officer

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Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 3 shall exist as to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Corporation.

SECTION 4. Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Article V to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (a) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (b) a committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (c) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (d) by the stockholders of the Corporation.

SECTION 5. Advancement of Expenses to Directors Prior to Final Disposition.

(a) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within thirty (30) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Corporation shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (i) authorized by the Board of Directors of the Corporation, or (ii) brought to enforce such Director's rights to indemnification or advancement of Expenses under these By-laws.

(b) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within thirty (30) days after receipt by the Corporation of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Article V shall not be a defense to an action brought by a Director for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(c) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 6. Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(a) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such person is involved by reason of his or her Corporate Status as an Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

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## SECTION 7. Contractual Nature of Rights.

(a) The provisions of this Article V shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Article V is in effect, in consideration of such person's past or current and any future performance of services for the Corporation. Neither amendment, repeal or modification of any provision of this Article V nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Article V shall eliminate or reduce any right conferred by this Article V in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Article V shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

(b) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within sixty (60) days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Article V shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(c) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 8. Non-Exclusivity of Rights. The rights to indemnification and to advancement of Expenses set forth in this Article V shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise.

SECTION 9. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person's Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Article V.

SECTION 10. Other Indemnification. The Corporation's obligation, if any, to indemnify or provide advancement of Expenses to any person under this Article V as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "Primary Indemnitor"). Any indemnification or advancement of Expenses under this Article V owed by the Corporation as a result of a person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

## ARTICLE VI

### Miscellaneous Provisions

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

SECTION 2. Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

SECTION 3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by the Chairman of the Board, if one is elected, the Chief Executive Officer, President or the Treasurer or any other officer, employee or agent of the Corporation as the Board of Directors or the executive committee of the Board may authorize.

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SECTION 4. Voting of Securities. Unless the Board of Directors otherwise provides, the Chairman of the Board, if one is elected, the Chief Executive Officer, President or the Treasurer may waive notice of and act on behalf of the Corporation, or appoint another person or persons to act as proxy or attorney in fact for the Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by the Corporation.

SECTION 5. Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

SECTION 6. Corporate Records. The original or attested copies of the Certificate, By-laws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock transfer books, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, may be kept outside the State of Delaware and shall be kept at the principal office of the Corporation, at an office of its counsel, at an office of its transfer agent or at such other place or places as may be designated from time to time by the Board of Directors.

SECTION 7. Certificate. All references in these By-laws to the Certificate shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and/or restated and in effect from time to time.

SECTION 8. Exclusive Jurisdiction of Delaware Courts. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law or the Certificate or By-laws, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 8.

SECTION 9. Amendment of By-laws.

(a) Amendment by Directors. Except as provided otherwise by law, these By-laws may be amended or repealed by the Board of Directors by the affirmative vote of a majority of the directors then in office.

(b) Amendment by Stockholders. These By-laws may be amended or repealed at any Annual Meeting, or special meeting of stockholders called for such purpose in accordance with these By-Laws, by the affirmative vote of at least seventy-five percent (75%) of the outstanding shares entitled to vote on such amendment or repeal, voting together as a single class; provided, however, that if the Board of Directors recommends that stockholders approve such amendment or repeal at such meeting of stockholders, such amendment or repeal shall only require the affirmative vote of the majority of the outstanding shares entitled to vote on such amendment or repeal, voting together as a single class. Notwithstanding the foregoing, stockholder approval shall not be required unless mandated by the Certificate, these By-laws, or other applicable law.

SECTION 10. Notices. If mailed, notice to stockholders shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 11. Waivers. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business to be transacted at, nor the purpose of, any meeting need be specified in such a waiver.

Adopted August 20, 2014 and effective as of October 15, 2014.

**HUBSPOT, INC.**

**AMENDED AND RESTATED  
LOAN AND SECURITY AGREEMENT**

This AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this "Agreement") is entered into as of April 4, 2012, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

A. Borrower and Bank are parties to that certain Loan and Security Agreement dated as of June 29, 2010, as amended from time to time including by that First Amendment to Loan and Security Agreement dated as of April 25, 2011 (collectively, the "Original Agreement").

B. Borrower has informed Bank that in June of 2011 it acquired all of the outstanding capital stock of PERFORMABLE, INC., a Delaware corporation ("Performable"), pursuant to Agreement and Plan of Merger, dated June 15, 2011 (in the form delivered to Bank as of the Closing Date, the "Performable Acquisition Agreement"), by and among Borrower, Sox Acquisition Corp., a Delaware corporation ("Sox"), Bruins Acquisition Corp., a Delaware corporation ("Bruins" and, together with Sox, the "Merger Subs" each having been created as a wholly-owned subsidiary of Borrower for the sole purpose of the Performable acquisition), Performable, Borrower Stockholders (as defined therein), and the Stockholder Representative (as defined therein), pursuant to which Sox was merged with and into Performable, with Performable continuing as the surviving corporation (and Sox ceasing legal existence), and, in a second step, Performable was merged with and into Bruins, continuing legal existence under the name "Performable, Inc." (the "Performable Acquisition"). Certain Events of Default have occurred and are continuing under the Original Agreement resulting from: (a) the Performable Acquisition causing violations of Sections 6.10, 7.3, 7.4 and 7.7 of the Original Agreement, (b) transfers of assets and property from Performable to Borrower subsequent to the Performable Acquisition not otherwise permitted under the Original Agreement causing violations of Sections 7.1 and 7.8 of the Original Agreement and (c) Borrower's failure to deliver to Bank timely the written statement regarding the Events of Default noted in clauses (a) and (b) above, as required under Section 6.2(c) of the Original Agreement (collectively, the "Existing Defaults").

C. Borrower has requested that Bank waive the Existing Defaults, to make available to Borrower a revolving line of credit and a growth capital credit facility, which extensions of credit the Borrower will use for the purposes permitted hereunder, and amend certain provisions of the Loan Documents in connection herewith. In connection with the extension of such new credit hereunder and the waiver and to document the amendments requested by Borrower in connection therewith, Borrower has requested that Bank amend and restate the terms of the Original Agreement. This Agreement sets forth the terms on which Bank will advance credit to Borrower, and Borrower will repay the amounts owing to Bank.

AGREEMENT

The parties agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Any term used in the Code and not defined herein shall have the meaning given to the term in the Code. As used in this Agreement, the following terms shall have the following definitions:

"Account Debtor" means any Person who is obligated on an Account, chattel paper, or a general intangible.

"Accounts" means all presently existing and hereafter arising accounts, contract rights, payment intangibles, and all other forms of obligations owing to Borrower arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology), the licensing, sale or other transfer of any intellectual property of Borrower or any of its Subsidiaries, or the rendering of services by Borrower, whether or not earned by performance, and including, without limitation, all accounts, contract rights and payment intangibles of Borrower under or in respect of term license agreements, subscription license agreements and maintenance contracts, and also including all accounts, payment intangibles and other forms of obligations owing to Borrower under any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's Books relating to any of the foregoing.

April 4, 2012

“Advance” or “Advances” means a cash advance or cash advances under the Revolving Line.

“Advance Rate” means, for any date of determination, the percentage equal to (a) the sum of the monthly Subscription Renewal Rates for each of the three consecutive months ending on or immediately prior to such date, divided by (b) three (3). In no event shall the Advance Rate be greater than one (1.00).

“Affiliate” means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person’s senior executive officers, directors, and partners.

“Aggregate Consideration” means, with respect to any acquisition under Section 7.3, the total aggregate consideration paid or payable by Borrower or any of its Subsidiaries, including all cash and non-cash consideration, any assumption of Indebtedness, deferred purchase price and any earn out obligations or liabilities.

“Bank Expenses” means all reasonable costs or expenses (including reasonable attorneys’ fees and expenses, whether generated in-house or by outside counsel) incurred in connection with the preparation, negotiation, administration, and enforcement of the Loan Documents; Collateral audit fees; and Bank’s reasonable attorneys’ fees and expenses (whether generated in-house or by outside counsel) incurred in amending, enforcing or defending the Loan Documents (including fees and expenses of appeal), incurred before, during and after an Insolvency Proceeding, whether or not suit is brought.

“Borrower State” means Delaware, the state under whose laws Borrower is organized.

“Borrower’s Books” means all of Borrower’s books and records including: ledgers; records concerning Borrower’s assets or liabilities, the Collateral, business operations or financial condition; and all computer programs, or tape files, and the equipment, containing such information.

“Borrowing Base” means, as of any date of determination, an amount equal to the product of (a) the Advance Rate, as of such date, multiplied by (b) the Recurring Subscription Revenues for the three month period ending on the last day of the month immediately preceding such date (or such date if the date of determination is the last day of a month), as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrower or from other information then available to Bank including information obtained from working capital or other similar audits conducted by or on behalf of Bank, less such reserves as may be established, by Bank in its good faith credit judgment, from time to time; provided, that the advance rate is subject to adjustment by Bank after the Closing Date, in its good faith credit judgment.

“Business Day” means any day that is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close.

“Cash” means unrestricted cash and cash equivalents.

“Cash Equivalents” means (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor’s Ratings Group or Moody’s Investors Service, Inc.; (c) Bank’s certificates of deposit issued maturing no more than one (1) year after issue; and (d) money market funds at least ninety-five percent (95%) of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (c) of this definition.

“Change in Control” shall mean a transaction, or series of related transactions, after the Closing Date, in which any “person” or “group” (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of shares of all classes of Equity Interests then outstanding of Borrower ordinarily entitled to vote in the election of directors, empowering such “person” or “group” to elect a majority of the Board of Directors of Borrower, who did not have such power before such transaction.

“Chief Executive Office State” means Massachusetts, where Borrower’s chief executive office is located.

“Closing Date” means the date of this Agreement.

“Code” means the California Uniform Commercial Code as amended or supplemented from time to time.

*April 4, 2012*

“Collateral” means the property described on Exhibit A attached hereto and all Negotiable Collateral to the extent not described on Exhibit A; provided however, the Collateral shall not include more than sixty-five percent (65%) of the issued and outstanding voting Equity Interests owned or held of record by Borrower in any Excluded Foreign Subsidiary.

“Collateral Access Agreement” means an agreement in form and substance satisfactory to Bank in its sole discretion, pursuant to which a mortgagee or lessor of real property on which Collateral is stored or otherwise located, or a warehouseman, processor, contract manufacturer, equipment holder, co-location facility or other bailee of any Collateral, that acknowledges the Liens of Bank and waives or subordinates any Liens held by such Person on such Collateral and, includes such other agreements with respect to the Collateral, including agreements relating to access to the Collateral, as Bank may require in its sole discretion, as the same may be amended, restated or otherwise modified from time to time.

“Collateral State” means the state or states where the Collateral is located, which is Massachusetts.

“Contingent Obligation” means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including, without limitation, any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designed to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term “Contingent Obligation” shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

“Copyrights” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

“Credit Extension” means each Advance, Existing Equipment Advance, Growth Capital Advance or any other extension of credit by Bank to or for the benefit of Borrower hereunder.

“Environmental Laws” means all laws, rules, regulations, orders and the like issued by any federal state, local foreign or other governmental or quasi-governmental authority or any agency pertaining to the environment or to any hazardous materials or wastes, toxic substances, flammable, explosive or radioactive materials, asbestos or other similar materials.

“Equipment” means all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, parts and attachments in which Borrower has any right, title or interest.

“Equity Interests” means, with respect to any Person, any of the shares of capital stock of (or other ownership, membership or profit interests in) such Person, any of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership, membership or profit interests in) such Person, any of the securities convertible into or exchangeable for shares of capital stock of (or

other ownership, membership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and any of the other ownership, membership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

“Event of Default” has the meaning assigned in Article 8.

*April 4, 2012*

“Excluded Deposit Accounts” means deposit accounts maintained by Borrower or Subsidiaries of Borrower that are identified on the Schedule or as to which Borrower has provided with prior written notice, so long as the US Dollar-equivalent value of the deposits in each such account is at all times less than Two Hundred Fifty Thousand Dollars (\$250,000), and the aggregate US Dollar-equivalent value of the deposits in all such accounts is at all times less than Two Hundred Fifty Thousand Dollars (\$250,000).

“Excluded Foreign Subsidiary” means any Foreign Subsidiary that is a controlled foreign corporation (as defined in the IRC) in respect of which either (a) the pledge of all of the voting Equity Interests or any of the assets of such Foreign Subsidiary as Collateral or (b) the guaranteeing by such Foreign Subsidiary of the Obligations would result in material adverse tax consequences to Borrower.

“Existing Equipment Advance” has the meaning given in Section 2.1(e).

“Existing Equipment Advance Maturity Date” means June 1, 2012.

“Foreign Subsidiary” means, in relation to any Person, any Subsidiary of that Person that is organized under the laws of a jurisdiction other than the United States of America or any of the States (or the District of Columbia) thereof.

“GAAP” means generally accepted accounting principles, consistently applied, as in effect from time to time in the United States of America.

“Guarantor” means any Person who from time to time may guaranty all or any portion of the Obligations.

“Guaranty Documents” has the meaning given in Section 8.11.

“Growth Capital Advance(s)” means a cash advance or cash advances under the Growth Capital Line.

“Growth Capital Availability End Date” means April 4, 2013.

“Growth Capital Line” means Credit Extensions of up to Five Million Dollars (\$5,000,000) in the aggregate.

“Growth Capital Maturity Date” means October 1, 2015.

“Indebtedness” means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, and (d) all Contingent Obligations.

“Insolvency Proceeding” means any proceeding commenced by or against any Person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

“Intellectual Property” means all of each Loan Party’s right, title, and interest in and to the following:

(a) Copyrights, Trademarks and Patents;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

(e) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

“Inventory” means all present and future inventory in which Borrower has any interest, including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower’s Books relating to any of the foregoing.

*April 4, 2012*

“Investment” means any beneficial ownership of (including stock, partnership or limited liability company interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

“IRC” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

“Letter of Credit” means a commercial or standby letter of credit or similar undertaking issued by Bank at Borrower’s request in accordance with Section 2.1.

“Letter of Credit Facility” means a facility for Letters of Credit not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

“Letter of Credit Facility Maturity Date” means April 24, 2013.

“Lien” means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

“Loan Documents” means, collectively, this Agreement, any note or notes executed by Borrower, any Guaranty Document, and any other document, instrument or agreement entered into in connection with this Agreement, all as amended or extended from time to time.

“Loan Party” or “Loan Parties” means, individually or collectively, as applicable Borrower and each Guarantor.

“Material Adverse Effect” means (i) a material adverse change in Borrower’s prospects, business or financial condition (including without limitation, evidence of a lack of investor support and/or Borrower’s inability to attract sufficient additional equity financing from its investors), or (ii) a material impairment in the prospect of repayment of all or any portion of the Obligations or in otherwise performing Borrower’s obligations under the Loan Documents, or (iii) a material impairment in the perfection, value or priority of Bank’s security interests in the Collateral.

“Negotiable Collateral” means all of Borrower’s present and future letters of credit of which it is a beneficiary, drafts, instruments (including promissory notes), securities, documents of title, and chattel paper, and Borrower’s Books relating to any of the foregoing.

“Obligations” means all debt, principal, interest, Bank Expenses and other amounts owed to Bank by Borrower pursuant to this Agreement or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising, including any interest that accrues after the commencement of an Insolvency Proceeding and including any debt, liability, or obligation owing from Borrower to others that Bank may have obtained by assignment or otherwise.

“Patents” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

“Performable” means PERFORMABLE, INC., a Delaware corporation and a wholly-owned Subsidiary of Borrower.

“Periodic Payments” means all installments or similar recurring payments that Borrower may now or hereafter become obligated to pay to Bank pursuant to the terms and provisions of any instrument, or agreement now or hereafter in existence between Borrower and Bank.

“Permitted Indebtedness” means:

- (a) Indebtedness of Borrower and the other Loan Parties in favor of Bank arising under this Agreement or any other Loan Document;
- (b) Indebtedness existing on the Closing Date and disclosed in the Schedule;
- (c) Indebtedness not to exceed Two Hundred Thousand Dollars (\$200,000) in the aggregate outstanding at any time secured by a lien described in clause (c) of the defined term “Permitted Liens;” provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;
- (d) Subordinated Debt;
- (e) Indebtedness to trade creditors incurred in the ordinary course of business;

*April 4, 2012*

(f) Indebtedness consisting of earn-out obligations incurred by Borrower in connection with its acquisition of Performable in an aggregate amount not to exceed \$3,900,000, provided that Borrower may only make payments in respect of such earn-out obligations each in an amount not to exceed \$1,300,000 for Borrower's fiscal years 2012, 2013 and 2014; and

(g) Extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"Permitted Investment" means:

(a) Investments existing on the Closing Date disclosed in the Schedule;

(b) Cash Equivalents;

(c) Repurchases of stock from former employees, officers or directors of Borrower under the terms of customary board-approved stock repurchase agreements to the extent permitted under Section 7.6;

(d) Investments accepted in connection with Permitted Transfers;

(e) Investments by Borrower in its wholly-owned Subsidiaries in an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000) in any fiscal year;

(f) Investments not to exceed Fifty Thousand Dollars (\$50,000) in the aggregate in any fiscal year consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plan agreements approved by Borrower's Board of Directors;

(g) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of Borrower's business;

(h) Deposit and securities accounts maintained with banks and other financial institutions to the extent expressly permitted under Section 6.6 and as to which Borrower has complied with the requirements of Section 6.6; and

(i) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business, provided that this subparagraph (h) shall not apply to Investments of Borrower in any Subsidiary.

"Permitted Liens" means the following:

(a) (i) Any Liens in favor of Bank, including Liens arising under this Agreement or the other Loan Documents, and (ii) Liens existing on the Closing Date and disclosed in the Schedule (excluding Liens to be satisfied with the proceeds of the Advances);

(b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings and for which Borrower and its Subsidiaries, as applicable, maintain adequate reserves, provided the same have no priority over any of Bank's security interests;

(c) Liens securing Permitted Indebtedness not to exceed Two Hundred Thousand Dollars (\$200,000) in the aggregate at any time outstanding (i) upon or in any Equipment (other than Equipment financed by Bank) acquired or held by Borrower or any of its Subsidiaries to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such Equipment, or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such Equipment;

(d) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase;

(e) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Sections 8.5 or 8.9;

*April 4, 2012*



(f) Liens in favor of other depository institutions arising in connection with deposit accounts maintained by Borrower or Borrower's Subsidiaries at such depository institutions, provided that (i) such deposit accounts are otherwise expressly permitted to be maintained under Section 6.6, (ii) such Liens are limited to amounts on deposit in such accounts and secure only the customary fees and expenses of such institutions for deposit services charged by such institution arising in connection with such deposit accounts, and not for borrowed money, financing or other extensions of credit, and (iii) to the extent required under Section 6.6, Bank has a first-priority (subject only to Liens of the type described in clause (ii) above) perfected security interest in the amounts held in such deposit accounts;

(g) Liens securing Subordinated Debt;

(h) Statutory Liens securing Indebtedness and other liabilities in an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000) at any time of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(i) Liens of carriers, warehousemen, suppliers, landlords or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory, and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(j) Statutory Liens of landlords arising by operation of law and in the ordinary course of business securing obligations not yet delinquent, that are subject to a Collateral Access Agreement, if required by Bank;

(k) Liens incurred in the ordinary course of business to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations (other than Liens imposed by ERISA); and

(l) Liens consisting of non-exclusive licenses for the use of the Patents, Trademarks or Copyrights of Borrower or its Subsidiaries in the ordinary course of business.

"Permitted Transfer" means the conveyance, sale, lease, transfer or disposition by Borrower or any Subsidiary of:

(a) Inventory in the ordinary course of business;

(b) non-exclusive licenses for the use of the Patents, Trademarks or Copyrights of Borrower or its Subsidiaries in the ordinary course of business;

(c) worn-out or obsolete Equipment not financed by Bank;

(d) the abandonment of immaterial Patents, Trademarks, Copyrights of Borrower or its Subsidiaries that are, in the reasonable judgment of Borrower's board of directors, either no longer economically practicable to maintain or no longer useful in the conduct of the business of Borrower or of Borrower and its Subsidiaries taken as a whole;

(e) a conveyance, sale, lease, transfer or disposition by a Subsidiary to the Borrower to the extent not otherwise prohibited herein; and

(f) Transfers that constitute the creation of Permitted Liens or the making of Permitted Investments.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"Pricing Addendum" means that certain Prime Referenced Rate Addendum to Amended and Restated Loan and Security Agreement, by and between Bank and Borrower, dated as of the Closing Date, as amended, modified, supplemented or restated from time to time.

"Prime Rate" means the per annum interest rate established by Bank as its prime rate for its borrowers, as such rate may vary from time to time, which rate is not necessarily the lowest rate on loans made by Bank at any such time.

"Prohibited Territory" means any person or country listed by the Office of Foreign Assets Control of the United States Department of Treasury as to which transactions between a United States Person and that territory are prohibited.

"Recurring Subscription Revenue" means, for any period of determination, Borrower's aggregate net cash receipts during such period constituting recurring revenues under Subscription Contracts in the ordinary course of Borrower's business.

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“Responsible Officer” means each of the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and the Controller of Borrower.

“Restricted Agreement” is any material license or other material agreement (other than over-the-counter software that is commercially available to the public) to which Borrower is a party or under which Borrower is bound (including licenses and agreements under which Borrower is the licensee): (a) that prohibits or otherwise restricts Borrower from assigning to Bank, or granting a to Bank a Lien in, Borrower’s interest in such license or agreement, the rights arising thereunder or any other property, or (b) for which a default under or termination of such license or contract could interfere with the Bank’s right to use, license, sell or collect any Collateral or otherwise exercise its rights and remedies with respect to the Collateral under the Loan Documents or applicable law.

“Revolving Line” means a Credit Extension of up to Five Million Dollars (\$5,000,000).

“Revolving Maturity Date” means October 4, 2013.

“Schedule” means the schedule of exceptions attached hereto and approved by Bank, if any.

“Security Instrument” means any security agreement, assignment, pledge agreement, financing or other similar statement or notice, continuation statement, other agreement or instrument, or any amendment or supplement to any thereof, creating, governing or providing for, evidencing or perfecting or maintaining the priority of any security interest or Lien.

“Shares” means (i) sixty-five percent (65%) of the issued and outstanding voting Equity Interests owned or held of record by Borrower or any other Loan Party in any Excluded Foreign Subsidiary; (ii) one hundred percent (100%) of the issued and outstanding non-voting Equity Interests owned or held of record by Borrower or any other Loan Party in any Excluded Foreign Subsidiary, and (iii) one hundred percent (100%) of the issued and outstanding Equity Interests owned or held of record by Borrower or any other Loan Party in each Subsidiary of Borrower that is not an Excluded Foreign Subsidiary.

“SOS Reports” means the official reports from the Secretaries of State of each Collateral State, Chief Executive Office State and the Borrower State and other applicable federal, state or local government offices identifying all current security interests filed in the Collateral and Liens of record as of the date of such report.

“Subordinated Debt” means Indebtedness incurred by Borrower that is subordinated in writing to the Obligations owing by Borrower to Bank on terms satisfactory to Bank (and identified as being such by Borrower and Bank), including without limiting the generality of the foregoing, subordination of such Indebtedness in right of payment to the prior indefeasible payment in full, in cash, of the Obligations, the subordination of the priority of any Lien at any time securing such Indebtedness to Bank’s Lien, and prohibitions on the exercise of any rights or remedies of the holder of such Indebtedness against Borrower or any of Borrower’s property pursuant to a written subordination agreement executed and delivered by Bank.

“Subscription Contracts” means those written consumer and business subscription agreements for Borrower’s products that: (a) have been duly and properly executed and delivered by Borrower and each account debtor party thereto; (b) have been entered into in the ordinary course of Borrower’s business and consistent with past practice; (c) are with a counter-party that is not an Affiliate of Borrower, and (d) provide for a subscription periods of one, two or three years.

“Subscription Renewal Rate” means, for any given month, the amount obtained by dividing (a) the number of renewals of existing Subscription Contracts, which by their terms expire and are eligible for renewal during such month, that are actually renewed by customers during such month, by (b) the aggregate number of Subscription Contracts expiring or otherwise eligible for renewal during such month. In no event shall the Subscription Renewal Rate be greater than one (1.00).

“Subsidiary” means with respect to any Person, any corporation, partnership or limited liability company or joint venture in which (i) any general partnership interest or (ii) more than fifty percent (50%) of the stock, limited liability company interest or joint venture of which by the terms thereof has the ordinary voting power to elect the Board of Directors, managers or trustees of the entity, at the time as of which any determination is being made, is owned or controlled by such Person, either directly or through an Affiliate.

“Trademarks” means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

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1.2 Accounting Terms. Any accounting term not specifically defined herein shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. The term "financial statements" shall include the accompanying notes and schedules.

## 2. LOAN AND TERMS OF PAYMENT.

### 2.1 Credit Extensions.

(a) Promise to Pay; Use of Proceeds. Borrower promises to pay to Bank, in lawful money of the United States of America, the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrower, together with interest on the unpaid principal amount of such Credit Extensions at rates in accordance with the terms hereof. Borrower shall use the proceeds of the Credit Extensions solely as working capital and to fund its general business requirements as provided herein (including payment of Permitted Indebtedness consisting of earn-out obligations incurred by Borrower in connection with its acquisition of Performable), and not for personal, family, household or agricultural purposes.

#### (b) Advances Under Revolving Line.

(i) Amount. Subject to and upon the terms and conditions of this Agreement Borrower may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base. Except as set forth in the Pricing Addendum, amounts borrowed pursuant to this Section 2.1(b) may be repaid and reborrowed at any time without penalty or premium prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable.

(ii) Form of Request. Whenever Borrower desires an Advance, subject to the prior satisfaction of all other applicable conditions to the making of Advances set forth in this Agreement, Borrower will notify Bank by facsimile transmission or telephone no later than 3:00 p.m. Pacific time (12:00 p.m. Pacific time for wire transfers), on the Business Day that the Advance is to be made. Each such notification shall be promptly confirmed by a Payment/Advance Form in substantially the form of Exhibit B. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any facsimile or telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section 2.1(b) to Borrower's deposit account.

(c) Letter of Credit Facility. At any time and from time to time from April 25, 2011 through the Business Day immediately prior to the Letter of Credit Facility Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit shall not at any time exceed the Letter of Credit Facility. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Line. All Letters of Credit shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit. If Borrower has not secured to Bank's satisfaction its obligations with respect to any Letters of Credit by the Letter of Credit Facility Maturity Date, then, effective as of such date, the balance in any deposit accounts held by Bank and the certificates of deposit or time deposit accounts issued by Bank in Borrower's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent of the then continuing or outstanding and undrawn Letters of Credit. Borrower authorizes Bank to hold such balances in pledge and to decline to honor any drafts thereon or any requests by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Letters of Credit are outstanding or continue.

#### (d) Growth Capital Advances.

(i) Subject to and upon the terms and conditions of this Agreement, Bank agrees to make Growth Capital Advances to Borrower. Borrower may request Growth Capital Advances from the Closing Date through the Growth Capital Availability End Date. In no event shall the aggregate amount of Growth Capital Advances exceed the Growth Capital Line. Each Growth Capital Advance shall be in a minimum original principal amount of at least the lesser of Two Hundred Fifty Thousand Dollars (\$250,000) or the remaining availability under the Growth Capital Line.

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(ii) Interest shall accrue from the date of each Growth Capital Advance at the rate specified in Section 2.3(a), and shall be payable in accordance with Section 2.3(c). Any Growth Capital Advances that are outstanding on Growth Capital Availability End Date shall be payable in thirty (30) equal monthly installments of principal, plus all accrued interest, beginning on May 1, 2013, and continuing on the same day of each month thereafter through the Growth Capital Maturity Date, at which time all amounts owing in connection with the Growth Capital Advances, and all other amounts owing under this Agreement, shall be immediately due and payable in full and in cash. Growth Capital Advances, once repaid, may not be reborrowed. Except as set forth in the Pricing Addendum, Borrower may prepay any Growth Capital Advances without penalty or premium. Partial prepayments hereunder shall be applied to the installments hereunder in the inverse order of their maturities without reamortization of the repayment schedule for the remaining principal balance.

(iii) When Borrower desires to obtain a Growth Capital Advance, subject to the prior satisfaction of all other applicable conditions to the making of a Growth Capital Advance set forth in this Agreement, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Pacific time three (3) Business Days before the day on which the Growth Capital Advance is to be made. Such notice shall be substantially in the form of Exhibit B. The notice shall be duly executed by a Responsible Officer or its designee. Bank shall be entitled to rely on any facsimile or telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance.

(e) Existing Equipment Advance.

(i) Prior to the Closing Date, Bank made Equipment Advances (as defined in the Original Agreement) to Borrower pursuant to the terms of Section 2.1(c) of the Original Agreement, in the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000), of which Forty-One Thousand Six Hundred Sixty-Six and 70/100 Dollars (\$41,666.70) in principal amount remain outstanding as of the Closing Date (the "Existing Equipment Advance").

(ii) Interest on the Existing Equipment Advance shall continue to accrue from and after the Closing Date at the rate specified in Section 2.3(a), and shall be payable in accordance with Section 2.3(c). The Existing Equipment Advance outstanding on the Closing Date shall be repaid in equal monthly installments of principal and accrued interest each in the amount of \$20,833.33, beginning on May 1, 2012, and continuing on the same day of each month thereafter through the Existing Equipment Loan Maturity Date, at which time all amounts due in connection with the Existing Equipment Advance shall be immediately due and payable. Except as set forth in the Pricing Addendum, Borrower may prepay the Existing Equipment Advance as provided in Section 2.3(f).

2.2 Overadvances. If the aggregate amount of the outstanding Advances exceeds the lesser of the Revolving Line or the Borrowing Base at any time, Borrower shall immediately pay to Bank, in cash, the amount of such excess.

2.3 Interest Rates, Payments, and Calculations.

(a) Interest Rates.

(i) Advances. Except as set forth in Section 2.3(b), the Advances shall bear interest, on the outstanding daily balance thereof, as set forth in the Pricing Addendum.

(ii) Existing Equipment Advance. Except as set forth in Section 2.3(b), the Existing Equipment Advance shall bear interest, on the outstanding daily balance thereof, at a rate equal to the Prime Rate.

(iii) Growth Capital Advances. Except as set forth in Section 2.3(b), the Growth Capital Advances shall bear interest, on the outstanding daily balance thereof, as set forth in the Pricing Addendum.

(b) Default Interest Rate. From and after the occurrence of any Event of Default, and so long as any such Event of Default remains unremedied or uncured thereafter, the Obligations shall bear interest at a per annum rate of five percent (5%) above the otherwise applicable interest rate hereunder, which interest shall be payable upon demand. In addition to the foregoing, a late payment charge equal to five percent (5%) of each late payment hereunder may be charged on any payment not received by Bank within ten (10) calendar days after the payment due date therefor, but acceptance of payment of any such charge shall not constitute a waiver of any Event of Default. In no event shall the interest payable under this Agreement at any time exceed the maximum rate permitted by law.

(c) Payments. Except as set forth in the Pricing Addendum, interest hereunder shall be due and payable monthly, in arrears, on the first day of each month during the term hereof, until maturity (whether as stated herein, by acceleration or otherwise). In the event that any payment under this Agreement becomes due and payable on any day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day, and, to the extent applicable, interest shall continue to accrue and be payable thereon during such extension at the rates set forth herein or in the Pricing Addendum. Bank shall, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of Borrower's deposit accounts or against the Revolving Line, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Any interest not paid when due shall be

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compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder. All payments shall be free and clear of any taxes, withholdings, duties, impositions or other charges, to the end that Bank will receive the entire amount of any Obligations payable hereunder, regardless of source of payment.

(d) Computation; Bank's Records. In the event the Prime Rate is changed from time to time hereafter, the applicable rate of interest hereunder shall be increased or decreased, effective as of the day the Prime Rate is changed, by an amount equal to such change in the Prime Rate. All interest chargeable under the Loan Documents shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed. The amount and date of each Credit Extension under this Agreement, its applicable interest rate, and the amount and date of any repayment shall be noted on Bank's records, which records shall be conclusive evidence thereof, absent manifest error; provided, however, any failure by Bank to make any such notation, or any error in any such notation, shall not relieve Borrower of its obligations to repay Bank all amounts payable by Borrower to Bank under or pursuant to this Agreement, when due in accordance with the terms hereof.

(e) Prepayment Upon an Event of Loss. Borrower shall bear the risk of any loss, theft, destruction, or damage of or to the Collateral, including the Equipment and other property financed by Bank from time to time (the "Financed Equipment"). If, during the term of this Agreement, any item of Financed Equipment becomes obsolete or is lost, stolen, destroyed, damaged beyond repair, rendered permanently unfit for use, or seized by a governmental authority for any reason for a period equal to at least the remainder of the term of this Agreement (an "Event of Loss"), then, if no Event of Default has occurred or is continuing, within ten (10) days following the later of such Event of Loss or Borrower's receipt of insurance proceeds in respect of such Event of Loss, at Borrower's option, Borrower shall (i) pay to Bank on account of the Obligations all accrued interest to the date of the prepayment, plus all outstanding principal owing with respect to the Financed Equipment subject to the Event of Loss; or (ii) repair or replace any Financed Equipment subject to an Event of Loss provided the repaired or replaced Financed Equipment is of equal or like value to the Financed Equipment subject to an Event of Loss and provided further that Bank has a first priority perfected security interest in such repaired or replaced Financed Equipment.

(f) Prepayment. Borrower may prepay all or part of the outstanding balance of any Obligations at any time without premium or penalty, and so long as no Event of Default has occurred and is continuing, Borrower may designate in writing the Obligations to which a prepayment shall be applied. Unless otherwise agreed by Bank in writing, partial prepayments hereunder (other than payments with respect to Advances under the Revolving Line) shall be applied to the installments owing hereunder in respect of Obligations (other than Advances under the Revolving Line) in the inverse order of their maturities. Any prepayment hereunder (other than prepayment of Advances under the Revolving Line) shall also be accompanied by the payment of all accrued and unpaid interest on the amount so prepaid. Borrower hereby acknowledges and agrees that the foregoing shall not, in any way whatsoever, limit, restrict, or otherwise affect Bank's right to make demand for payment of all or any part of the Obligations under this Agreement due on a demand basis in Bank's sole and absolute discretion.

2.4 Crediting Payments. Prior to the occurrence of an Event of Default, Bank shall credit a wire transfer of funds, check or other item of payment to such deposit account or Obligation as Borrower specifies, except that to the extent Borrower uses the Existing Equipment Advance to purchase Collateral, Borrower's repayment of the Existing Equipment Advance shall apply on a "first-in-first-out" basis so that the portion of the Existing Equipment Advance used to purchase a particular item of Collateral shall be paid in the chronological order the Borrower purchased the Collateral. After the occurrence and during the continuance of an Event of Default, Bank shall have the right, in its sole discretion, to immediately apply any wire transfer of funds, check, or other item of payment Bank may receive to conditionally reduce Obligations, but such applications of funds shall not be considered a payment on account unless such payment is of immediately available federal funds or unless and until such check or other item of payment is honored when presented for payment. Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 12:00 noon Pacific time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension.

2.5 Fees. Borrower shall pay to Bank the following:

(a) Facility Fee. On the Closing Date, a fully-earned fee equal to Ten Thousand Dollars (\$10,000), which shall be nonrefundable;

(b) Letter of Credit Fee. Bank's customary fees and expenses for the issuance or renewal of Letters of Credit, including, without limitation, a letter of credit fee of one percent (1.00%) per annum of the face amount of each Letter of Credit issued, upon the issuance of such Letter of Credit, each anniversary of the issuance during the term of such Letter of Credit, and upon the renewal of such Letter of Credit by Bank; and

(c) Bank Expenses. On the Closing Date, all Bank Expenses incurred through the Closing Date, and, after the Closing Date, all Bank Expenses, as and when they become due.

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2.6 Term. This Agreement shall become effective on the Closing Date and, subject to Section 13.8, shall continue in full force and effect for so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions under this Agreement or any other Loan Document. Notwithstanding the foregoing, Bank shall have the right to terminate its obligation to make Credit Extensions under this Agreement immediately and without notice upon the occurrence and during the continuance of an Event of Default.

### 3. CONDITIONS OF LOANS.

3.1 Conditions Precedent to Initial Credit Extension. The obligation of Bank to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Agreement, duly executed by Borrower;
- (b) the Pricing Addendum, duly executed by Borrower;
- (c) an Unconditional Guaranty and Third Party Security Agreement, each duly executed by Performable;
- (d) (i) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents to which it is a party, and (ii) an officer's certificate of Performable with respect to incumbency and resolutions authorizing the execution and delivery of the Guaranty Documents and other Loan Documents to which it is a party;
- (e) UCC National Form Financing Statement Amendment with respect to Borrower and UCC National Form Financing Statement with respect to Performable;
- (f) a Warrant in form and substance satisfactory to Bank, duly executed by Borrower;
- (g) agreement to furnish insurance;
- (h) payment of the fees and Bank Expenses then due specified in Section 2.5;
- (i) current SOS Reports indicating that except for Permitted Liens, there are no other security interests or Liens of record in the Collateral;
- (j) current financial statements, including audited statements for Borrower's most recently ended fiscal year, together with an unqualified opinion, company prepared consolidated and consolidating balance sheets and income statements for the most recently ended month in accordance with Section 6.2, and such other updated financial information as Bank may reasonably request;
- (k) current Compliance Certificate in accordance with Section 6.2;
- (l) a Borrowing Base Certificate in accordance with Section 6.2 for the period ending February 29, 2012;
- (m) a Collateral Information Certificate, duly executed by Borrower and a Collateral Information Certificate, duly executed by Performable;
- (n) an Automatic Debit Authorization, duly executed by Borrower; and
- (o) such other documents, instruments or certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

3.2 Conditions Precedent to all Credit Extensions. The obligation of Bank to make each Credit Extension, including the initial Credit Extension, is further subject to the following conditions:

- (a) timely receipt by Bank of the Payment/Advance Form as provided in Section 2.1; and
- (b) the representations and warranties contained in Section 5 shall be true and correct in all material respects on and as of the date of such Payment/Advance Form and on the effective date of each Credit Extension as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would exist after giving effect to such Credit Extension (provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date). The making of each Credit Extension shall be deemed to be a representation and warranty by Borrower on the date of such Credit Extension as to the accuracy of the facts referred to in this Section 3.2.

### 4. CREATION OF SECURITY INTEREST.

4.1 Grant of Security Interest. Borrower grants and pledges to Bank a continuing security interest in the Collateral to secure prompt repayment of any and all Obligations and in order to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents. Except as set forth in the Schedule and except for Permitted Liens of the type described in clause (c) of the definition of Permitted Liens on Equipment that is not Financed Equipment and Permitted Liens of the type described

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in clause (f) of the definition of Permitted Liens, in each case, that may have superior priority to Bank's Lien under this Agreement, such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Borrower also hereby agrees not to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of its Intellectual Property and not to allow a Lien to exist on any of its Intellectual Property, in each case, except in connection with Permitted Liens and Permitted Transfers. Notwithstanding any termination of this Agreement, Bank's Lien on the Collateral shall remain in effect for so long as any Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) are outstanding.

4.2 Perfection of Security Interest. Borrower authorizes Bank to file at any time financing statements, continuation statements, and amendments thereto that (i) either specifically describe the Collateral or describe the Collateral as all assets of Borrower of the kind pledged hereunder, and (ii) contain any other information required by the Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether Borrower is an organization, the type of organization and any organizational identification number issued to Borrower, if applicable. Any such financing statements may be filed by Bank at any time in any jurisdiction whether or not Revised Division 9 of the Code is then in effect in that jurisdiction. Borrower shall from time to time endorse and deliver to Bank, at the request of Bank, all Negotiable Collateral and other documents that Bank may reasonably request, in form satisfactory to Bank, to perfect and continue perfection of Bank's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents. Borrower shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Bank chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in possession of a third party bailee (other than locations where property of Borrower and/or its Subsidiaries may be located with a value less than \$25,000 at any one location or less than \$100,000 in the aggregate for all such locations), Borrower shall take such steps as Bank requests for Bank to obtain an acknowledgment, in form and substance satisfactory to Bank, of the bailee that the bailee holds such Collateral for the benefit of Bank. Other than with respect to the Excluded Deposit Accounts, Borrower shall obtain "control" of any Collateral consisting of investment property, deposit accounts, securities accounts, letter-of-credit rights or electronic chattel paper (as such items and the term "control" are defined in Revised Division 9 of the Code) by causing the securities intermediary or depository institution or issuing bank to execute a control agreement in form and substance satisfactory to Bank. Borrower will not create any chattel paper without placing a legend on the chattel paper acceptable to Bank indicating that Bank has a security interest in the chattel paper. Borrower from time to time may deposit with Bank specific cash collateral to secure specific Obligations; Borrower authorizes Bank to hold such specific balances in pledge and to decline to honor any drafts thereon or any request by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the specific Obligations are outstanding.

4.3 Right to Inspect. Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during Borrower's usual business hours but no more than twice each year (unless an Event of Default has occurred and is continuing), to inspect Borrower's Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral and Borrower's other assets and properties.

4.4 Pledge of Collateral. Borrower hereby pledges, assigns and grants to Bank a security interest in all of Borrower's right, title and interest in the Shares, together with all proceeds and substitutions thereof, all cash, stock (constituting Shares) and other moneys and property paid thereon, all rights to subscribe for securities (constituting Shares) declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations. On the Closing Date, the certificate or certificates for the Shares in which Borrower has an interest will be delivered to Bank, accompanied by an instrument of assignment duly executed in blank by Borrower. To the extent required by the terms and conditions governing the Shares in which Borrower has an interest, Borrower shall cause the books of each entity whose Shares are part of the Collateral and any transfer agent to reflect the pledge of the Shares. Upon the occurrence and during the continuance of an Event of Default hereunder, Bank may effect the transfer of any securities included in the Collateral (including but not limited to the Shares) into the name of Bank and cause new certificates representing such securities to be issued in the name of Bank or its transferee. Borrower will execute and deliver such documents, and take or cause to be taken such actions, as Bank may reasonably request to perfect or continue the perfection of Bank's security interest in the Shares. Unless an Event of Default shall have occurred and be continuing and Borrower has received a written notice from Bank indicating that Borrower is no longer permitted to exercise its voting rights with respect to the Shares and/or to give consents, waivers and ratifications in respect of the Shares ("Exercise Notice"), Borrower shall be entitled to exercise any voting rights with respect to the Shares in which Borrower has an interest and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and during the continuance of an Event of Default and Borrower's receipt of an Exercise Notice from Bank.

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## 5. REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants as follows:

5.1 Due Organization and Qualification. Borrower and each Subsidiary is an entity duly existing under the laws of the jurisdiction in which it is organized and qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified, except where the failure to do so could not reasonably be expected to cause a Material Adverse Effect.

5.2 Due Authorization; No Conflict. The execution, delivery, and performance of the Loan Documents are within Borrower's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in Borrower's Certificate of Incorporation or Bylaws, nor will they constitute an event of default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement by which it is bound, except to the extent such default could not reasonably be expected to cause a Material Adverse Effect.

5.3 Collateral. Borrower has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims, and restrictions on transfer or pledge except for Permitted Liens. All Collateral is located solely in the Collateral States at the locations specified in the Collateral Information Certificate (or is Inventory in transit to or from such locations in the ordinary course of business), and at such other locations as may be timely disclosed in writing to Bank pursuant to Section 7.2. Borrower has not received notice of actual or imminent Insolvency Proceeding of any account debtor whose Subscription Contracts are included in the calculation of the Borrowing Base. No Account Debtor under any of Borrower's Subscription Contracts is located in a Prohibited Territory. All Inventory and Equipment is in all material respects of good and merchantable quality, free from all material defects, except for Inventory for which adequate reserves have been made. Except as set forth in the Schedule or as disclosed in writing from time to time with respect to accounts maintained outside of Bank to the extent expressly permitted under Section 6.6, none of Borrower's cash, securities or investment property is maintained or invested with a Person other than Bank or Bank's Affiliates.

5.4 Intellectual Property. Borrower is the sole owner of its Intellectual Property, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business or to Borrower. To the best of Borrower's knowledge, each of its Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Intellectual Property in which Borrower has any interest has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Borrower that any part of the Intellectual Property in which Borrower has any interest violates the rights of any third party except to the extent such claim, invalidity or unenforceability could not reasonably be expected to cause a Material Adverse Effect.

5.5 Name; Location of Chief Executive Office. Except as disclosed in the Schedule, Borrower has not done business under any name other than that specified on the signature page hereof, and its exact legal name is as set forth in the first paragraph of this Agreement. The chief executive office of Borrower is located in the Chief Executive Office State at the address indicated in Section 10 hereof or at such other location as to which Borrower has provided notice in accordance with Section 7.2.

5.6 Actions, Suits, Litigation, or Proceedings. Except as set forth in the Schedule, there are no actions, suits, litigation or proceedings, at law or in equity, pending by or against Borrower or any Subsidiary before any court, administrative agency, or arbitrator in which a likely adverse decision could reasonably be expected to have a Material Adverse Effect.

5.7 No Material Adverse Change in Financial Statements. All consolidated and consolidating financial statements related to Borrower and any Subsidiary that are delivered by Borrower to Bank fairly present in all material respects Borrower's consolidated and consolidating financial condition as of the date thereof and Borrower's consolidated and consolidating results of operations for the period then ended. There has not been a material adverse change in the consolidated or in the consolidating financial condition of Borrower since the date of the most recent of such financial statements submitted to Bank.

5.8 Solvency, Payment of Debts. Borrower is able to pay its debts (including trade debts) as they mature; the fair saleable value of Borrower's assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; and Borrower is not left with unreasonably small capital after the transactions contemplated by this Agreement.

5.9 Compliance with Laws and Regulations. Borrower and each Subsidiary have met the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. No event has occurred resulting from Borrower's failure to comply with ERISA that is reasonably likely to result in Borrower's incurring any liability that could have a Material Adverse Effect. Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940. Borrower is not engaged principally, or as one of the important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System). Borrower has complied in all material respects with all the provisions of the Federal Fair Labor Standards Act. Borrower is in compliance with all environmental laws, regulations and ordinances except where the failure to comply is not reasonably likely to have a Material Adverse Effect. Borrower has not violated any statutes, laws, ordinances or rules applicable to it, the violation of which could reasonably be expected to have a Material Adverse Effect. Borrower and each Subsidiary

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have filed or caused to be filed all tax returns required to be filed, and have paid, or have made adequate provision for the payment of, all taxes reflected therein except those being contested in good faith with adequate reserves under GAAP or where the failure to file such returns or pay such taxes could not reasonably be expected to have a Material Adverse Effect.

5.10 Subsidiaries. Borrower does not own any stock, partnership interest or other equity securities of any Person, except for Permitted Investments. As of the Closing Date, Borrower has no Subsidiaries other than Performable.

5.11 Government Consents. Borrower and each Subsidiary have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of Borrower's business as currently conducted, except where the failure to do so could not reasonably be expected to cause a Material Adverse Effect.

5.12 Restricted Agreements. Except as disclosed on the Schedule or as timely disclosed in writing to Bank pursuant to Section 6.10, Borrower is not a party to, nor is bound by, any Restricted Agreement.

5.13 Shares. Borrower has full power and authority to create a first lien on the Shares in which Borrower has any interest and no disability or contractual obligation exists that would prohibit Borrower from pledging such Shares pursuant to this Agreement. To Borrower's knowledge, there are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to such Shares. The Shares in which Borrower has any interest have been and will be duly authorized and validly issued, and are fully paid and non-assessable. To Borrower's knowledge, none of the Shares in which Borrower has an interest are the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Borrower knows of no reasonable grounds for the institution of any such proceedings.

5.14 Full Disclosure. No representation, warranty or other statement made by Borrower in any certificate or written statement furnished to Bank taken together with all such certificates and written statements furnished to Bank contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading, it being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results.

## 6. AFFIRMATIVE COVENANTS.

Borrower covenants and agrees that, until payment in full of all outstanding Obligations, and for so long as Bank may have any commitment to make a Credit Extension hereunder, Borrower shall do all of the following

6.1 Good Standing and Government Compliance. Borrower shall maintain its and each of its Subsidiaries' organizational existence and good standing in the Borrower State, shall maintain qualification and good standing in each other jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect, and shall furnish to Bank the organizational identification number issued to Borrower by the authorities of the jurisdiction in which Borrower is organized, if applicable. Borrower shall meet, and shall cause each Subsidiary to meet, the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. Borrower shall comply in all material respects with all applicable Environmental Laws, and maintain all material permits, licenses and approvals required thereunder where the failure to do so could reasonably be expected to have a Material Adverse Effect. Borrower shall comply, and shall cause each Subsidiary to comply, with all statutes, laws, ordinances and government rules and regulations to which it is subject, and shall maintain, and shall cause each of its Subsidiaries to maintain, in force all licenses, approvals and agreements, the loss of which or failure to comply with which could reasonably be expected to have a Material Adverse Effect.

6.2 Financial Statements, Reports, Certificates. Borrower shall deliver the following to Bank:

(a) (i) as soon as available, but in any event within thirty (30) days after the end of each calendar month, a company prepared consolidated and consolidating balance sheet and income statement covering Borrower's operations during such period prepared in accordance with GAAP, in a form reasonably acceptable to Bank and certified by a Responsible Officer; (ii) as soon as available, but in any event within one hundred eighty (180) days after the end of Borrower's fiscal year, audited consolidated and consolidating financial statements of Borrower prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified (including no going concern comment or qualification) or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank; (iii) if applicable, copies of all statements, reports and notices sent or made available generally by Borrower to its security holders or to any holders of Subordinated Debt and all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission; (iv) promptly upon receipt of notice thereof, a report of any legal actions pending or threatened against Borrower or any Subsidiary that could result in damages or costs to Borrower or any Subsidiary of One Hundred Thousand Dollars (\$100,000) or more; (v) promptly upon receipt, each management letter prepared by Borrower's independent certified public accounting firm regarding Borrower's management control systems; (vi) as soon as available, but in any event not later than sixty (60) days after the end of each fiscal year, Borrower's financial

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and business projections and budget for the current year (including monthly detail), certified by a Responsible Officer as being approved by Borrower's Board of Directors; and (vii) such budgets, sales projections, operating plans or other financial information as Bank may reasonably request from time to time;

(b) Within thirty (30) days after the last day of each month, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, together with aged listings by invoice date of accounts receivable and accounts payable.

(c) Within thirty (30) days after the last day of each month, Borrower shall deliver to Bank with the monthly financial statements a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer in substantially the form of Exhibit D hereto.

(d) As soon as possible and in any event within two (2) calendar days after becoming aware of the occurrence or existence of an Event of Default hereunder, a written statement of a Responsible Officer setting forth details of the Event of Default, and the action which Borrower has taken or proposes to take with respect thereto.

(e) Bank shall have a right from time to time hereafter to audit Borrower's Accounts and appraise Collateral, at Borrower's expense, provided that such audits will be conducted no more often than every six (6) months unless an Event of Default has occurred and is continuing.

Borrower may deliver to Bank on an electronic basis any certificates, reports or information required pursuant to this Section 6.2, and Bank shall be entitled to rely on the information contained in the electronic files, provided that Bank in good faith believes that the files were delivered by a Responsible Officer. If Borrower delivers this information electronically, it shall also deliver to Bank by U.S. Mail, reputable overnight courier service, hand delivery, facsimile or .pdf file within five (5) Business Days of submission of the unsigned electronic copy the certification of monthly financial statements, the Borrowing Base Certificate and the Compliance Certificate, each bearing the physical signature of the Responsible Officer.

**6.3 Condition of Collateral.** Borrower shall keep all Inventory and Equipment in good operating condition and repair (ordinary wear and tear excepted), free from all material defects except for inventory for which adequate reserves have been made. Borrower shall make all necessary repairs to its Equipment and replacement of parts so that the value and operating efficiency thereof shall all times be maintained and preserved. Borrower shall keep complete and accurate books and records with respect to the Collateral, including maintenance records. Returns and allowances, if any, as between Borrower and its Account Debtors shall be on the same basis and in accordance with the usual customary practices of Borrower, as they exist on the Closing Date. Borrower shall promptly notify Bank of all returns and recoveries and of all disputes and claims involving more than One Hundred Thousand Dollars (\$100,000).

**6.4 Taxes.** Borrower shall make, and cause each Subsidiary to make, due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, including, but not limited to, those laws concerning income taxes, F.I.C.A., F.U.T.A. and state disability, and will execute and deliver to Bank, on demand, proof satisfactory to Bank indicating that Borrower or a Subsidiary has made such payments or deposits and any appropriate certificates attesting to the payment or deposit thereof; provided that Borrower or a Subsidiary need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by Borrower.

#### **6.5 Insurance.**

(a) Borrower, at its expense, shall keep the Collateral and its other property and assets insured against loss or damage by fire, theft, explosion, sprinklers, and all other hazards and risks, and in such amounts, as ordinarily insured against by other owners in similar businesses conducted in the locations where Borrower's business is conducted on the date hereof. Borrower shall also maintain liability and other insurance in amounts and of a type that are customary to businesses similar to Borrower's.

(b) All such policies of insurance shall be in such form, with such companies, and in such amounts as are reasonably satisfactory to Bank. All policies of property insurance shall contain a lender's loss payable endorsement, in a form satisfactory to Bank, showing Bank as an additional loss payee, as its interests may appear, and all liability insurance policies shall show Bank as an additional insured and shall specify that the insurer must give at least 30 days notice to Bank before canceling its policy for any reason; provided that the insurer may give Bank no fewer than ten (10) days' notice before cancellation of any policy due to nonpayment of premiums. Upon Bank's request, Borrower shall deliver to Bank certified copies of the policies of insurance and evidence of all premium payments. If no Event of Default has occurred and is continuing, proceeds payable under any casualty policy in connection with or in respect of the Collateral will, at Borrower's option, be payable to Borrower to replace the property subject to the claim, provided that any such replacement property shall be of equal or greater value than the property being replaced and shall be deemed Collateral in which Bank has been granted a first priority security interest. If an Event of Default has occurred and is continuing, all proceeds payable under any such policy shall, at Bank's option, be payable to Bank to be applied on account of the Obligations.

**6.6 Accounts.** Borrower shall maintain all of its, and shall cause all of its Subsidiaries to maintain all of their, deposit and operating accounts with Bank, and all of its and their primary investment accounts with Bank or Bank's Affiliates (covered by satisfactory control agreements); provided, however, notwithstanding the foregoing, so long as no Event of Default has occurred and

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is continuing, (a) Borrower and its Subsidiaries may maintain the Excluded Deposit Accounts, subject to the limitations set forth in the definition thereof, and (b) at any time while Borrower maintains one or more deposit accounts with Bank or investment accounts with Bank's Affiliates with aggregate deposits or value in an amount not less than Ten Million Dollars (\$10,000,000), Borrower and its Subsidiaries may, at such time, also maintain cash, cash equivalents, investments and securities in excess of such amount in accounts outside of Bank and Bank's Affiliates that are identified on the Schedule or as to which Borrower has provided Bank with not less than five (5) days prior written notice before establishing any such additional account, so long as each such account remains, at all times, subject to Bank's first-priority security interest (subject only to Permitted Liens of the type described in clause (f) of the definition of Permitted Liens), pursuant to an account control agreement in form and substance satisfactory to Bank.

6.7 Title. Borrower shall promptly notify Bank in writing of any event which materially affects the value of the Collateral, the ability of Borrower or Bank to dispose of the Collateral, or the rights or remedies of Bank in relation thereto, including, but not limited to, the levy of any legal process against the Collateral. Upon request by Bank, Borrower shall deliver to Bank any and all evidence of ownership of, and certificates of title to, any and all of the Equipment.

6.8 Financial Covenant. Borrower shall at all times maintain the following financial covenant:

(a) Minimum Cash at Bank. Borrower shall at all times maintain a balance of Cash at Bank of not less than One Million Dollars (\$1,000,000).

6.9 Intellectual Property Rights.

(a) Borrower shall register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registrable intellectual property rights now owned or hereafter developed or acquired by Borrower, to the extent that Borrower, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights.

(b) Borrower shall give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office and United States Copyright Office, including the date of such filing and the registration or application numbers, if any, within 10 days of making such filing.

(c) Borrower shall give Bank written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, within 10 days of making such filing.

(d) Borrower shall (i) protect, defend and maintain the validity and enforceability of its material Intellectual Property, (ii) use commercially reasonable efforts to detect infringements of its material Intellectual Property and promptly advise Bank in writing of infringements of such Intellectual Property detected and (iii) not allow any material Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld.

6.10 Restricted Agreements. Prior to entering into or becoming bound by any Restricted Agreement, Borrower shall : (i) provide written notice to Bank of the material terms of such license or agreement with a description of its likely impact on Borrower's business or financial condition; and (ii) use commercially reasonable efforts to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for Bank to have a security interest in the Collateral, and to have the power to enforce remedies in the Collateral, that might otherwise be restricted by the terms of the applicable license or agreement, whether now existing or entered into in the future.

6.11 Creation/Acquisition of Subsidiaries. Without limiting the generality of any other provision hereof, in the event Borrower or any Subsidiary creates or acquires any Subsidiary, Borrower and such Subsidiary shall promptly notify Bank of the creation or acquisition of such new Subsidiary and take all such action as may be reasonably required by Bank to cause each such Subsidiary (unless it is an Excluded Foreign Subsidiary) to guarantee the Obligations of Borrower under the Loan Documents and grant a continuing pledge and security interest in and to the property of such Subsidiary (substantially as described on Exhibit A hereto), and Borrower and/or the applicable Loan Party shall grant and pledge to Bank a perfected security interest in the Shares of each Subsidiary (whether foreign or domestic).

6.12 Further Assurances. At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement. Without limiting the generality of the foregoing, Borrower shall promptly furnish to Bank from time to time, such statements and schedules further identifying the Collateral and such other reports in connection with the Collateral as Bank may request, all in reasonable detail.

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## 7. NEGATIVE COVENANTS.

Borrower covenants and agrees that, so long as any credit hereunder shall be available and until the outstanding Obligations are paid in full or for so long as Bank may have any commitment to make any Credit Extensions, Borrower will not do any of the following without Bank's prior written consent:

7.1 Dispositions. Convey, sell, lease, license, transfer or otherwise dispose of (collectively, to "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, including intellectual property, or move cash balances on deposit with Bank to accounts opened at another financial institution, other than Permitted Transfers and transfers to Excluded Deposit Accounts and to other accounts permitted under Section 6.6, in each case, to the extent otherwise permitted hereunder.

7.2 Change in Name, Location, Executive Office, or Executive Management; Change in Business; Change in Fiscal Year; Change in Control. Change its name or the Borrower State or relocate its chief executive office without thirty (30) days prior written notification to Bank; without at least thirty (30) days prior written notice to Bank, add any new offices or business or Collateral locations (unless such new offices or locations contain, in the aggregate, less than Ten Thousand Dollars (\$10,000) in Borrower's or such Subsidiaries' assets or property); replace its chief executive officer or chief financial officer without providing written notification to Bank within ten (10) days thereafter; engage in any business, or permit any of its Subsidiaries to engage in any business, other than or reasonably related or incidental to the businesses currently engaged in by Borrower; change its fiscal year end; suffer or permit a Change in Control.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other Person or business organization (other than mergers or consolidations of a Subsidiary into another Subsidiary or into Borrower), or acquire, or permit any of its Subsidiaries to acquire, or substantially all of the capital stock or property of another Person, or enter into any agreement to do any of the same, except for acquisitions by Borrower where: (a) Bank shall have received at least twenty (20) days' prior written notice of such proposed transaction, which notice shall include a reasonably detailed description of such proposed transaction; (b) the property acquired (or the property of the Person acquired) in such acquisition is used or useful in the same, similar, complementary or a related line of business as the Borrower was engaged in on the Closing Date (or any reasonable extensions thereof); (c) the Aggregate Consideration paid or payable by Borrower and its Subsidiaries in connection with all such acquisitions during the term of this Agreement shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) in the aggregate; (d) the Person, business and assets acquired in such acquisition shall be free and clear of all Liens (other than Permitted Liens); (e) at or prior to the closing of any acquisition, Bank will be granted a first priority perfected Lien, in all assets or stock acquired pursuant thereto and Borrower and its Subsidiaries shall have executed such documents and taken such actions as may be required by Bank in connection therewith; (f) at the time of such acquisition no Event of Default has occurred and is continuing, and, after giving effect to such transaction no Event of Default would exist; (g) such acquisitions do not result in a Change in Control; (h) Borrower is in all cases the surviving or successor entity; (i) both before and immediately after giving effect to such transaction, Borrower shall have Cash in excess of Three Million Dollars (\$3,000,000); and (j) Borrower provides to Bank, prior to the consummation of such acquisition (i) historical financial information for the Person being acquired, including, if available, audited financial statements, quality of earnings reports and year-to-date interim financial statements, (ii) true, correct and complete copies of all of the definitive, executed documents, instruments and agreements relating to such acquisition, including all related annexes, schedules and exhibits, and (iii) such other financial information and other information regarding the Person who is being so acquired, as Bank may reasonably request.

7.4 Indebtedness. Create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except Indebtedness to Bank.

7.5 Encumbrances. Create, incur, assume or allow any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens. Agree with any Person other than Bank not to grant a security interest in, or otherwise encumber, any of its property, or covenant to any other Person that Borrower in the future will refrain from creating, incurring, assuming or allowing any Lien with respect to any of Borrower's property, or permit any Subsidiary to do so, other than (i) contractual restrictions on encumbrance of Equipment subject to Permitted Liens of the type described in clause (c) of the definition of Permitted Lien solely with respect to such Equipment, and (ii) subject to Sections 5.12 and 6.10, restrictions by reason of customary provisions restricting assignments contained in licenses of intellectual property under which Borrower or a Subsidiary is the licensee (and not the licensor) entered into in the ordinary course of business (provided that such restrictions are limited to licenses or the property subject to such licenses, as the case may be).

7.6 Distributions. Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any of its Equity Interests, or permit its Subsidiaries to do so, except that, subject to the last sentence of this Section 7.6, Borrower may: (a) pay up to Fifty Thousand Dollars (\$50,000) in the aggregate in any fiscal year to repurchase Equity Interests in Borrower, as required pursuant to customary stock repurchase agreements approved by Borrower's Board of Directors, from former officers, directors or employees upon the death, disability or termination or cessation of employment or service of such officers,

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directors or employees; (b) make dividends payable exclusively in the form of capital stock; (c) convert convertible securities (including warrants) into equity securities pursuant to the terms of such convertible securities; and (d) distribute equity securities to current or former employees, officers, consultants or directors upon the exercise of their stock options. Notwithstanding the foregoing, Borrower shall be permitted to make such repurchases under clause (a) above only if, at the time of such repurchase, and immediately after giving effect thereto: (i) no Event of Default, or any event or circumstance that with the giving of notice or the passage of time (or both) could result in an Event of Default, exists or could reasonably be expected to occur, (ii) Borrower is solvent, and (iii) such distribution is permitted under and is made in compliance with applicable law including Sections 170 and 173 of the Delaware General Corporation Law. In addition, Borrower's Subsidiaries may make dividends and distributions to Borrower on account of or in redemption, retirement or purchase of any of their respective Equity Interests.

7.7 Investments. Directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries to do so, other than Permitted Investments, or maintain or invest any of its property with a Person other than Bank or Bank's Affiliates or permit any Subsidiary to do so unless such Person has entered into a control agreement with Bank (other than with respect to Excluded Deposit Accounts), in form and substance satisfactory to Bank, or suffer or permit any Subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to Borrower. Further, Borrower shall not enter into any license or agreement with any Prohibited Territory or with any Person organized under or doing business in a Prohibited Territory.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower except for: (a) transactions that are in the ordinary course of Borrower's business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person, and (b) transactions constituting bona fide rounds of preferred stock financing for capital raising purposes provided that such transactions are approved by Borrower's Board of Directors, including all disinterested directors.

7.9 Subordinated Debt. Make any payment in respect of any Subordinated Debt, or permit any of its Subsidiaries to make any such payment, except in compliance with the terms of such Subordinated Debt and the terms of the subordination agreement relating to such Subordinated Debt, or amend any provision of any document evidencing such Subordinated Debt, except in compliance with the terms of the subordination agreement relating to such Subordinated Debt, or amend any provision affecting Bank's rights contained in any documentation relating to the Subordinated Debt without Bank's prior written consent.

7.10 Location of Equipment. Store, or cause or permit any Subsidiary to store, any Collateral with a bailee, warehouseman, or similar third party unless (a) Borrower shall promptly thereafter give Bank written notice thereof identifying the names and addresses of such third parties and briefly describing the Collateral in the possession of such third parties; (b) the third party has been notified of Bank's security interest and Bank (i) other than with respect to locations where property of Borrower and/or its Subsidiaries may be located with a value less than \$25,000 at any one location or less than \$100,000 in the aggregate for all such locations, shall have received a duly executed Collateral Access Agreement, including an acknowledgment from the third party that it is holding or will hold the Collateral for Bank's benefit or (ii) is in possession of the warehouse receipt, where negotiable, covering such Collateral. Except for such locations as Bank may approve in writing, Borrower shall keep, and shall cause each of its Subsidiaries to keep, its Equipment and all Collateral only at the locations set forth in the Schedule delivered by Borrower to Bank prior to the Closing Date (or inventory in transit between such locations in the ordinary course of business), and at such other locations of which Borrower gives Bank prior written notice pursuant to Section 7.2, and as to which Bank files Security Instruments where needed to perfect its security interests and liens in such Collateral and as to which (x) if applicable, Bank has received a Collateral Access Agreement for any location where Borrower or its Subsidiaries maintain more than \$25,000 at any one location (provided that, unless Bank otherwise agrees in writing, not more than \$100,000 of property in which Bank holds a Lien in the aggregate shall be located with third party bailees at locations not subject to a Collateral Access Agreement), and (y) Borrower has taken such actions as Bank reasonably requests to perfect and maintain the perfection and priority of Bank's Lien on the Collateral.

7.11 No Investment Company; Margin Regulation. Become or be controlled by an "investment company," within the meaning of the Investment Company Act of 1940, or become principally engaged in, or undertake as one of its important activities, the business of extending credit for the purpose of purchasing or carrying margin stock, or use the proceeds of any Credit Extension for such purpose.

## 8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an Event of Default by Borrower under this Agreement:

8.1 Payment Default. If Borrower fails to pay any of the Obligations when due;

8.2 Covenant Default.

(a) If Borrower fails to perform any obligation under Article 6 or violates any of the covenants contained in Article 7 of this Agreement; or

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(b) If Borrower fails or neglects to perform or observe any other material term, provision, condition, covenant contained in this Agreement, in any of the Loan Documents, or in any other present or future agreement between Borrower and Bank and as to any default under such other term, provision, condition or covenant that can be cured, has failed to cure such default within ten (10) days after Borrower receives notice thereof or any officer of Borrower becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Borrower be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional reasonable period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default but no Credit Extensions will be made;

8.3 Defective Perfection. If Bank shall receive at any time following the Closing Date an SOS Report indicating that except for Permitted Liens, Bank's security interest in the Collateral is not prior to all other security interests or Liens of record reflected in such SOS Report;

8.4 Material Adverse Change. If there occurs any circumstance or circumstances that could have a Material Adverse Effect;

8.5 Attachment. If any material portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of Borrower's assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of Borrower's assets by the United States Government, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within ten (10) days after Borrower receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by Borrower (provided that no Credit Extensions will be made during such cure period);

8.6 Insolvency. If Borrower becomes insolvent, or if an Insolvency Proceeding is commenced by Borrower, or any of its Subsidiaries, or if an Insolvency Proceeding is commenced against Borrower and is not dismissed or stayed within thirty (30) days (provided that no Credit Extensions will be made prior to the dismissal of such Insolvency Proceeding);

8.7 Other Agreements. If there is a default or other failure to perform in any agreement to which Borrower is a party with a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of One Hundred Thousand Dollars (\$100,000) or that could have a Material Adverse Effect;

8.8 Subordinated Debt. If Borrower makes any payment on account of Subordinated Debt, except to the extent such payment is allowed under any subordination agreement entered into with Bank;

8.9 Judgments; Settlements. If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least One Hundred Thousand Dollars (\$100,000) shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) days (provided that no Credit Extensions will be made prior to the satisfaction or stay of such judgment); or if a settlement or settlements is agreed upon for an amount individually or in the aggregate of at least One Hundred Thousand Dollars (\$100,000);

8.10 Misrepresentations. If any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Bank by any Responsible Officer pursuant to this Agreement or to induce Bank to enter into this Agreement or any other Loan Document; or

8.11 Guaranty. If any guaranty of all or a portion of the Obligations (a "Guaranty") ceases for any reason to be in full force and effect, or any Guarantor fails to perform any obligation under any Guaranty or a security agreement securing any Guaranty (collectively, the "Guaranty Documents"), or any event of default occurs under any Guaranty Document or any Guarantor revokes or purports to revoke a Guaranty, or any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth in any Guaranty Document or in any certificate delivered to Bank in connection with any Guaranty Document, or if any of the circumstances described in Sections 8.3 through 8.9 occur with respect to any Guarantor.

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## 9. BANK'S RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Bank may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.6, all Obligations shall become immediately due and payable without any action by Bank);

(b) Demand that Borrower (i) deposit cash with Bank in an amount equal to the amount of any Letters of Credit remaining undrawn, as collateral security for the repayment of any future drawings under such Letters of Credit, and (ii) pay in advance all Letter of Credit fees scheduled to be paid or payable over the remaining term of the Letters of Credit, and Borrower shall promptly deposit and pay such amounts;

(c) Cease advancing money or extending credit to or for the benefit of Borrower under this Agreement or under any other agreement between Borrower and Bank;

(d) Settle or adjust disputes and claims directly with Account Debtors for amounts, upon terms and in whatever order that Bank reasonably considers advisable;

(e) Make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral. Borrower agrees to assemble the Collateral if Bank so requires, and to make the Collateral available to Bank as Bank may designate. Borrower authorizes Bank to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in Bank's determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of Borrower's owned premises, Borrower hereby grants Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Bank's rights or remedies provided herein, at law, in equity, or otherwise;

(f) Set off and apply to the Obligations any and all (i) balances and deposits of Borrower held by Bank, and (ii) indebtedness at any time owing to or for the credit or the account of Borrower held by Bank;

(g) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral. Bank is hereby granted a license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section 9.1, Borrower's rights under all licenses and all franchise agreements shall inure to Bank's benefit;

(h) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Borrower's premises) as Bank determines is commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order Bank deems appropriate. Bank may sell the Collateral without giving any warranties as to the Collateral. Bank may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Bank sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser, received by Bank, and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Borrower shall be credited with the proceeds of the sale;

(i) Bank may credit bid and purchase at any public sale;

(j) Apply for the appointment of a receiver, trustee, liquidator or conservator of the Collateral, without notice and without regard to the adequacy of the security for the Obligations and without regard to the solvency of Borrower, any guarantor or any other Person liable for any of the Obligations; and

(k) Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by Borrower.

Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

9.2 Power of Attorney. Borrower hereby irrevocably appoints Bank (and each of Bank's designated officers or employees) as Borrower's true and lawful attorney to: (a) after the occurrence and during the continuance of a Event of Default, (i) send requests for verification of Accounts, if any, included in the Collateral, and notify Account Debtors of Bank's security interests and Liens in such Accounts, if any; (ii) endorse Borrower's name on any checks or other forms of payment or security relating to the Collateral that may come into Bank's possession; (iii) sign Borrower's name on any invoice or bill of lading relating to any Account, drafts against

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Account Debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to Account Debtors, in each case relating to the Collateral; (iv) dispose of any Collateral; (v) make, settle and adjust all claims under and decisions with respect to Borrower's policies of insurance; (vi) settle and adjust disputes and claims respecting the Accounts, if any included in the Collateral, directly with Account Debtors, for amounts and upon terms which Bank determines to be reasonable; (vii) transfer all or any part of the Collateral into the name of Bank or a third party to the extent permitted under the Code; (b) file, in its sole discretion, one or more financing or continuation statements and amendments thereto relative to any of the Collateral without the signature of Borrower where permitted by law, (c) to execute and do all such assurances, acts and things which Borrower is required, but fails to do under the covenants and provisions of the Loan Documents; (d) to take any and all such actions as Bank may reasonably determine to be necessary or advisable for the purpose of maintaining, preserving or protecting the Collateral or any of the rights, remedies, powers or privileges of Bank under this Agreement or the other Loan Documents; (e) to modify, in its sole discretion, any intellectual property security agreement entered into between Borrower and Bank without first obtaining Borrower's approval or signature to such modification by amending Exhibits A, B, and C, thereof, as appropriate, to include reference to any right, title or interest in any intellectual property acquired by Borrower or to delete any reference to any right, title or interest in any intellectual property in which Borrower no longer has or claims to have any right, title or interest, and (f) to sign Borrower's name on any documents or Security Instruments necessary to perfect or continue the perfection of, or maintain the priority of, Bank's security interest in the Collateral. The appointment of Bank as attorney in fact of Borrower, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed, and all of Bank's obligations to provide Credit Extensions or other financial accommodations to Borrower under this Agreement or any of the other Loan Documents shall have terminated.

9.3 Accounts Collection. At any time after the occurrence and during the continuation of an Event of Default, (a) Bank may notify any Person owing funds to Borrower of Bank's security interest in such funds and verify the amount of such Account; and (b) Borrower shall collect all amounts owing to Borrower for Bank, receive in trust all payments as Bank's trustee, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit.

9.4 Bank Expenses. If Borrower fails to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Bank may do any or all of the following after reasonable notice to Borrower: (a) make payment of the same or any part thereof; (b) set up such reserves under the Revolving Line as Bank deems necessary to protect Bank from the exposure created by such failure; or (c) obtain and maintain insurance policies of the type discussed in Section 6.5 of this Agreement, and take any action with respect to such policies as Bank deems prudent. Any amounts so paid or deposited by Bank shall constitute Bank Expenses, shall be immediately due and payable, and shall bear interest at the then applicable rate hereinabove provided, and shall be secured by the Collateral. Any payments made by Bank shall not constitute an agreement by Bank to make similar payments in the future or a waiver by Bank of any Event of Default under this Agreement.

9.5 Bank's Liability for Collateral. Bank has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage or destruction of the Collateral shall be borne by Borrower.

9.6 No Obligation to Pursue Others. Bank has no obligation to attempt to satisfy the Obligations by collecting them from any other Person liable for them and Bank may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting Bank's rights against Borrower. Borrower waives any right it may have to require Bank to pursue any other Person for any of the Obligations.

9.7 Remedies Cumulative. Bank's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given. Borrower expressly agrees that this Section 9.7 may not be waived or modified by Bank by course of performance, conduct, estoppel or otherwise.

9.8 Demand; Protest. Except as otherwise provided in this Agreement, Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the Obligations.

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10. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to Borrower or to Bank, as the case may be, at its addresses set forth below:

If to Borrower: HubSpot, Inc.  
25 First Street, 2nd Floor  
Cambridge, MA 02141  
Attn: Chief Financial Officer  
FAX: (617) 812-5820

If to Bank: Comerica Bank  
39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

with a copy to: Comerica Bank  
1000 Winter Street, Suite 3600  
Waltham, MA 02451  
Attn: William Sweeney, Sr. Vice President and  
James Demoy, Vice President

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

11. CHOICE OF LAW AND VENUE: JURY TRIAL WAIVER.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Borrower and Bank hereby submits to the exclusive jurisdiction of the State and Federal courts located in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

12. REFERENCE PROVISION.

12.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

12.2 With the exception of the items specified in Section 12.3, below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

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12.3 The matters that shall not be subject to a reference are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

12.4 The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

12.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

12.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

12.7 Procedures. Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

12.8 Application of Law. The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

12.9 Repeal. If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

12.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER COMERICA DOCUMENTS.

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### 13. GENERAL PROVISIONS.

13.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties and shall bind all Persons who become bound as a debtor to this Agreement; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Borrower without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Borrower to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

13.2 Indemnification. Borrower shall defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the Collateral or the transactions contemplated by this Agreement or any other Loan Document; and (b) all losses or Bank Expenses in any way suffered, incurred, or paid by Bank, its officers, employees and agents as a result of or in any way arising out of, following, or consequential to transactions between Bank and Borrower whether under this Agreement, or otherwise (including without limitation reasonable attorneys fees and expenses), except, in each case, for losses, obligations, demands, claims, and/or liabilities caused by Bank's gross negligence or willful misconduct.

13.3 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

13.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

13.5 Correction of Loan Documents. Bank may correct patent errors and fill in any blanks in this Agreement and the other Loan Documents consistent with the agreement of the parties.

13.6 Amendments in Writing, Integration. All amendments to or terminations of this Agreement or the other Loan Documents must be in writing signed by the parties. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement and the other Loan Documents, if any, are merged into this Agreement and the Loan Documents.

13.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

13.8 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding or Bank has any obligation to make any Credit Extension to Borrower. The obligations of Borrower to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in Section 13.2 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

13.9 Confidentiality. In handling any information identified by Borrower as confidential information, Bank and all employees and agents of Bank shall exercise the same degree of care that Bank exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that disclosure of such information may be made (i) to the subsidiaries or Affiliates of Bank, (ii) to prospective transferees or purchasers of, or participants in, any interest in the Obligations (provided, however, Bank shall use commercially reasonable efforts to obtain such prospective transferee's or purchaser's agreement to the terms of this provision), (iii) as required by law, regulations, rule or order, subpoena, judicial order or other order, (iv) as may be required in connection with the examination, audit or similar investigation of Bank, (v) as Bank may determine to be appropriate in connection with the enforcement of any remedies under any of the Loan Documents and (vi) to third-party service providers of Bank so long as such service providers have executed a confidentiality agreement with Bank with terms no less restrictive than those contained herein. Confidential information hereunder shall not include information that either: (a) is in the public domain or in the knowledge or possession of Bank when disclosed to Bank, or becomes part of the public domain after disclosure to Bank through no fault of Bank; or (b) is disclosed to Bank by a third party, provided Bank does not have actual knowledge that such third party is prohibited from disclosing such information.

13.10 Effect of Amendment and Restatement. This Agreement is intended to and does completely amend, restate, supercede and replace, without novation, the Original Agreement; provided, however, the execution and delivery of this Agreement shall not, in any manner or circumstance, be deemed to be a novation of or to have terminated, released, extinguished, or discharged any of the Borrower's Indebtedness under the Original Agreement or any Liens granted under the Original Agreement or the other Loan Documents, all of which are hereby ratified and confirmed and shall continue under and shall hereafter be evidenced and governed by this Agreement.

*April 4, 2012*

13.11 Performable Acquisition. Subject to the terms and conditions set forth herein, including the conditions precedent set forth in Section 3.1, Bank hereby consents to the Performable Acquisition on the terms set forth in the Performable Acquisition Agreement, as provided to Bank prior to the Closing Date, and waives the Existing Defaults; provided that: (a) the total consideration paid or agreed to be paid by Borrower and its Subsidiaries in connection with the Performable Acquisition consists exclusively of (a) a cash payment at closing not to exceed \$3,300,000, (b) contingent earn-out obligations not to exceed \$1,300,000 per year, payable in 2012, 2013 and 2014, and (c) shares of Borrower's capital stock. Bank's consent to the Performable Acquisition and waiver of the Existing Defaults: (a) in no way shall be deemed to be an agreement by Bank to waive any covenant, liability or obligation of Borrower, any guarantor or any third party or to waive any right, power, or remedy of Bank, except as expressly set forth in this Section 13.11; (b) shall not limit or impair Bank's right to demand strict performance of Borrower's liabilities and obligations to Bank and the Obligations under this Agreement and the other Loan Documents at all times following the Closing Date, including Sections 6.2, 6.11, 7.1, 7.3, 7.4, 7.7 and 7.8 of this Agreement; (c) in no way shall obligate Bank to make any future waivers, consents or modifications to this Agreement; and (d) is not a continuing waiver with respect to any failure to perform any Obligation. Borrower acknowledges that: (i) Bank does not waive any other failure by Borrower to perform its Obligations under the Loan Documents, and Bank does not waive Borrower's obligations under Section 6.2, 6.11, 7.1, 7.3, 7.4, 7.7 and 7.8 of the Original Agreement other than with respect to the Performable Acquisition, and (ii) Bank is relying upon Borrower's representations, warranties and agreements, as set forth herein and in the Loan Documents in consenting to the Performable Acquisition and agreeing to this Agreement. Nothing in this Agreement shall constitute a satisfaction of Borrower's Obligations.

[ *Balance of Page Intentionally Left Blank* ]

*April 4, 2012*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

HUBSPOT, INC.

By: /s/ [Illegible]

Name: [Illegible]

Title: CFO

COMERICA BANK

By: /s/ William Sweeney

Name: William Sweeney

Title: SVP

*[Signature Page to Amended and Restated Loan and Security Agreement]*

*April 4, 2012*

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**DEBTOR:** HUBSPOT, INC.  
**SECURED PARTY:** COMERICA BANK

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to (collectively, the "Collateral"):

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), financial assets, general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and
- (b) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time.

Notwithstanding the foregoing, the Collateral shall not include any copyrights, patents, trademarks, servicemarks and applications therefor, now owned or hereafter acquired, or any claims for damages by way of any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"); provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment or proceeds from the sale, licensing or disposition of all or any part of, or rights in, the Intellectual Property (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of April 4, 2012, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

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EXHIBIT C

**BORROWING BASE CERTIFICATE**

Borrower:  
HUBSPOT, INC.

Bank: Comerica Bank

Commitment Amount: \$5,000,000

Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue  
3rd Floor, MC 4240  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

RECURRING SUBSCRIPTION CONTRACT REVENUES

1. Total Cash Receipts From Recurring Subscription Revenues for 3 months ending \$ \_\_\_\_\_

AVERAGE SUBSCRIPTION RENEWAL RATE

2. Actual renewals during month ending \_\_\_\_\_(three months prior)  
3. Scheduled/ Eligible renewals during month ending \_\_\_\_\_(three months prior)  
4. Month 3 Renewal Rate (#2 divided by #3) \_\_\_\_\_  
5. Actual renewals during month ending \_\_\_\_\_(two months prior)  
6. Scheduled/ Eligible renewals during month ending \_\_\_\_\_(two months prior)  
7. Month 2 Renewal Rate (#5 divided by #6) \_\_\_\_\_  
8. Actual renewals during month ending \_\_\_\_\_(month ending on Certificate date)  
9. Scheduled/ Eligible renewals during month ending \_\_\_\_\_(month ending on Certificate date)  
10. Month 1 Renewal Rate (#8 divided by #9) \_\_\_\_\_  
11. ADVANCE RATE ([#4 plus #7 plus #10] divided by 3) \_\_\_\_\_

BORROWING BASE

12. BORROWING BASE (#1 times #11) \$ \_\_\_\_\_

BALANCES

13. Maximum Loan Amount \$5,000,000  
14. Total Funds Available (Lesser of #12 or #13) \$ \_\_\_\_\_  
15. Outstanding under Sublimits (if any) \$ \_\_\_\_\_  
16. Present balance owing on Line of Credit \$ \_\_\_\_\_  
17. Reserve Position (#14 minus #15 and #16) \$ \_\_\_\_\_

The undersigned represents and warrants that the foregoing is true, complete and correct, and that the information reflected in this Borrowing Base Certificate complies with the representations and warranties set forth in the Amended and Restated Loan and Security Agreement between the undersigned and Comerica Bank.

Comments:

BANK USE ONLY	
Rec'd By:	_____
Date:	_____
Reviewed By:	_____
Date:	_____

\_\_\_\_\_  
Authorized Signer



EXHIBIT D

**COMPLIANCE CERTIFICATE**

**Please send all Required Reporting to:**

Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue, 3rd Floor  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

**FROM: HUBSPOT, INC.**

The undersigned authorized Officer of HUBSPOT, INC. ("Borrower"), hereby certifies that in accordance with the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.9(a), except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof; provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

<u>REPORTING COVENANTS</u>	<u>REQUIRED</u>	<u>COMPLIES</u>	
Company Prepared Monthly F/S Compliance Certificate	Monthly, within 30 days	YES	NO
CPA Audited, Unqualified F/S	Monthly, within 30 days	YES	NO
Borrowing Base Cert., A/R & A/P Agings	Annually, within 180 days after FYE	YES	NO
Annual Business Plan (incl. operating budget)	Monthly, within 30 days	YES	NO
Audit	Annually, within 60 days after FYE	YES	NO
	Semi-annual	YES	NO
If Public:			
10-Q	Quarterly, within 5 days of SEC filing (50 days)	YES	NO
10-K	Annually, within 5 days of SEC filing (95 days)	YES	NO
Total amount of Borrower's cash and investments	Amount: \$ _____	YES	NO
Total amount of Borrower's cash and investments maintained with Bank	Amount: \$ _____	YES	NO
Total amount of deposits in Excluded Deposit Accounts	Amount: \$ _____	YES	NO

<u>REPORTING COVENANTS</u>	<u>DESCRIPTION</u>	<u>APPLICABLE</u>	
Legal Action $\geq$ \$100,000 (Sect. 6.2(a)(iv))	Notify promptly upon notice _____	YES	NO
Inventory Disputes $>$ \$100,000 (Sect. 6.3)	Notify promptly upon notice _____	YES	NO
Cross default with other agreements $>$ \$100,000 (Sect. 8.7)	Notify promptly upon notice _____	YES	NO
Judgment $\geq$ \$100,000 (Sect. 8.9)	Notify promptly upon notice _____	YES	NO

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**FINANCIAL COVENANTS**

**TO BE TESTED MONTHLY, UNLESS OTHERWISE NOTED:**

	<b>REQUIRED</b>	<b>ACTUAL</b>	<b>COMPLIES</b>	
Minimum Cash at Bank	\$1,000,000	\$ _____	YES	NO

**OTHER COVENANTS**

	<b>REQUIRED</b>	<b>ACTUAL</b>	<b>COMPLIES</b>	
Permitted Indebtedness for equipment leases	≤ \$200,000	_____	YES	NO
Permitted Investments for stock repurchase	≤ \$50,000	_____	YES	NO
Permitted Investments for subsidiaries	≤ \$50,000	_____	YES	NO
Permitted Investments for employee loans	≤ \$50,000	_____	YES	NO
Permitted Liens for equipment leases	≤ \$200,000	_____	YES	NO
Deposit Accounts Outside of Bank	≤ 250,000 each	_____	YES	NO
	≤ \$250,000 all	_____	YES	NO

Please Enter Below Comments Regarding Violations:

The Officer further acknowledges that at any time Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no Credit Extensions will be made.

Very truly yours,

\_\_\_\_\_  
Authorized Signer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT E

PRIME REFERENCED RATE ADDENDUM

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HUBSPOT, INC.  
SCHEDULE OF EXCEPTIONS TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

Permitted Indebtedness (Section 1.1)

None.

Permitted Investments (Section 1.1)

None.

Permitted Liens (Section 1.1)

None.

Collateral Security Interest (Section 4.1)

None.

Location of cash, securities, investments outside Bank (Section 5.3)

B of A Checking #004604684323,  
SVB Checking (Performable legacy account) #3300684901

Other Trade Names (Section 5.5)

HubSpot, LLC

Actions, Suits, Litigation, Proceedings (Section 5.6)

None.

Restricted Agreements (Section 5.12)

None.

Location of Collateral (Section 7.10)

None.

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PRIME REFERENCED RATE ADDENDUM TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Prime Referenced Rate Addendum to Amended and Restated Loan and Security Agreement (this “Addendum”) is entered into as of April 4, 2012, by and between Comerica Bank (“Bank”) and HubSpot, Inc., a Delaware corporation (“Borrower”). This Addendum supplements the terms of the Amended and Restated Loan and Security Agreement dated as of the date hereof by and between Borrower and Bank (as the same may be amended, modified, supplemented, extended or restated from time to time, collectively, the “Agreement”).

1. Definitions. As used in this Addendum, the following terms shall have the following meanings. Initially capitalized terms used and not defined in this Addendum shall have the meanings ascribed thereto in the Agreement.

a. “Applicable Margin” means, as applicable: (i) zero percent (0.00%) per annum with respect to Advances under the Revolving Line; and (ii) one percent (1.00%) per annum with respect to the Growth Capital Advances.

b. “Business Day” means any day, other than a Saturday, Sunday or any other day designated as a holiday under Federal or applicable State statute or regulation, on which Bank is open for all or substantially all of its domestic and international business (including dealings in foreign exchange) in San Jose, California, and, in respect of notices and determinations relating to the Daily Adjusting LIBOR Rate, also a day on which dealings in dollar deposits are also carried on the London interbank market and on which banks are open for business in London, England.

c. “Change in Law” means the occurrence, after the date hereof, of any of the following: (i) the adoption or introduction of, or any change in any applicable law, treaty, rule or regulation (whether domestic or foreign) now or hereafter in effect and whether or not applicable to Bank on such date, or (ii) any change in interpretation, administration or implementation thereof of any such law, treaty, rule or regulation by any Governmental Authority, or (iii) the issuance, making or implementation by any Governmental Authority of any interpretation, administration, request, regulation, guideline, or directive (whether or not having the force of law), including any risk-based capital guidelines. For purposes of this definition, (x) a change in law, treaty, rule, regulation, interpretation, administration or implementation shall include, without limitation, any change made or which becomes effective on the basis of a law, treaty, rule, regulation, interpretation, administration or implementation then in force, the effective date of which change is delayed by the terms of such law, treaty, rule, regulation, interpretation, administration or implementation, and (y) the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, H.R. 4173) and all requests, rules, regulations, guidelines, interpretations or directives promulgated thereunder or issued in connection therewith shall be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or promulgated, whether before or after the date hereof, and (z) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall each be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

d. “Daily Adjusting LIBOR Rate” means, for any day, a per annum interest rate which is equal to the quotient of the following:

- (1) for any day, the per annum rate of interest determined on the basis of the rate for deposits in United States Dollars for a period equal to one (1) month appearing on Page BBAM of the Bloomberg Financial Markets Information Service as of 8:00 a.m. (California time) (or as soon thereafter as practical) on such day, or if such day is not a Business Day, on the immediately preceding Business Day. In the event that such rate does not appear on Page BBAM of the Bloomberg Financial Markets Information Service (or otherwise on such Service) on any day, the “Daily Adjusting LIBOR Rate” for such day shall be determined by reference to such other publicly available service for displaying eurodollar rates as may be reasonably selected by Bank, or in the absence of such other service, the “Daily Adjusting LIBOR Rate” for such day shall, instead, be determined based upon the average of the rates at which Bank is offered dollar deposits at or about 8:00 a.m. (California time) (or as soon thereafter as practical), on such day, or if such day is not a Business Day, on the immediately preceding Business Day, in the interbank eurodollar market in an amount comparable to the outstanding principal amount of the Obligations and for a period equal to one (1) month;  
divided by
- (2) 1.00 minus the maximum rate (expressed as a decimal) on such day at which Bank is required to maintain reserves on “Euro-currency Liabilities” as defined in and pursuant to Regulation D of the Board of Governors of the Federal Reserve System or, if such regulation or definition is modified, and as long as Bank is required to maintain reserves against a category of liabilities which includes eurodollar deposits or includes a category of assets which includes eurodollar loans, the rate at which such reserves are required to be maintained on such category.

e. "Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, any supranational bodies such as the European Union or the European Central Bank).

f. "LIBOR Lending Office" means Bank's office located in the Cayman Islands, British West Indies, or such other branch of Bank, domestic or foreign, as it may hereafter designate as its LIBOR Lending Office by notice to Borrower.

g. "Prime Rate" means the per annum interest rate established by Bank as its prime rate for its borrowers, as such rate may vary from time to time, which rate is not necessarily the lowest rate on loans made by Bank at any such time.

e. "Prime Referenced Rate" means, for any day, a per annum interest rate which is equal to the Prime Rate in effect on such day, but in no event and at no time shall the Prime Referenced Rate be less than the sum of the Daily Adjusting LIBOR Rate for such day plus two and one-half percent (2.50%) per annum. If, at any time, Bank determines that it is unable to determine or ascertain the Daily Adjusting LIBOR Rate for any day, the Prime Referenced Rate for each such day shall be the Prime Rate in effect at such time, but not less than two and one-half percent (2.50%) per annum.

2. Interest Rate. Subject to the terms and conditions of this Addendum, the Obligations under the Agreement, other than the Existing Equipment Advance, shall bear interest at the Prime Referenced Rate plus the Applicable Margin.

3. Payment of Interest. Accrued and unpaid interest on the unpaid balance of the Obligations outstanding under the Agreement shall be payable monthly, in arrears, on the first day of each month, until maturity (whether as stated herein, by acceleration, or otherwise). In the event that any payment under this Addendum becomes due and payable on any day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day, and, to the extent applicable, interest shall continue to accrue and be payable thereon during such extension at the rates set forth in this Addendum. Interest accruing hereunder shall be computed on the basis of a year of 360 days, and shall be assessed for the actual number of days elapsed, and in such computation, effect shall be given to any change in the applicable interest rate as a result of any change in the Prime Referenced Rate on the date of each such change.

4. Bank's Records. The amount and date of each advance under the Agreement, its applicable interest rate, and the amount and date of any repayment shall be noted on Bank's records, which records shall be conclusive evidence thereof, absent manifest error; provided, however, any failure by Bank to make any such notation, or any error in any such notation, shall not relieve Borrower of its obligations to repay Bank all amounts payable by Borrower to Bank under or pursuant to this Addendum and the Agreement, when due in accordance with the terms hereof.

5. Default Interest Rate. From and after the occurrence of any Event of Default, and for so long as any such Event of Default remains unremedied or uncured thereafter, the Obligations outstanding under the Agreement shall bear interest at a per annum rate of five percent (5%) above the otherwise applicable interest rate hereunder, which interest shall be payable upon demand. In addition to the foregoing, a late payment charge equal to five percent (5%) of each late payment hereunder may be charged on any payment not received by Bank within ten (10) calendar days after the payment due date therefor, but acceptance of payment of any such charge shall not constitute a waiver of any Event of Default under the Agreement. In no event shall the interest payable under this Addendum and the Agreement at any time exceed the maximum rate permitted by law.

6. Prepayment. Borrower may prepay all or part of the outstanding balance of any Obligations at any time without premium or penalty. Any prepayment hereunder, other than with respect to Advances under the Revolving Line, shall also be accompanied by the payment of all accrued and unpaid interest on the amount so prepaid. Borrower hereby acknowledges and agrees that the foregoing shall not, in any way whatsoever, limit, restrict, or otherwise affect Bank's right to make demand for payment of all or any part of the Obligations under the Agreement that are due on a demand basis in Bank's sole and absolute discretion.

7. Regulatory Developments or Other Circumstances Relating to the Daily Adjusting LIBOR Rate.

a. If any Change in Law shall: (a) subject Bank to any tax, duty or other charge with respect to this Addendum or any Obligations under the Agreement, or shall change the basis of taxation of payments to Bank of the principal of or interest under this Addendum or any other amounts due under this Addendum in respect thereof (except for changes in the rate of tax on the overall net income of Bank or its LIBOR Lending Office imposed by the jurisdiction in which Bank's principal executive office or LIBOR Lending Office is located); or (b) impose, modify or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by Bank, or shall impose on Bank or the foreign exchange and interbank markets any other condition affecting this Addendum or the Obligations; and the result of any of the foregoing is to increase the cost to Bank of maintaining any part of the Obligations or to reduce the amount of any sum received or receivable by Bank under this Addendum by an amount deemed by Bank to be material, then Borrower shall pay to Bank, within fifteen (15) days of Borrower's receipt of written notice from Bank demanding such compensation, such additional amount or amounts as will compensate Bank for such increased cost or reduction. A certificate of Bank, prepared in good faith and in reasonable detail by Bank and submitted by Bank to Borrower, setting forth the basis for determining such additional amount or amounts necessary to compensate Bank shall be conclusive and binding for all purposes, absent manifest error.

b. In the event that any Change in Law affects or would affect the amount of capital required or expected to be maintained by Bank (or any corporation controlling Bank), and Bank determines that the amount of such capital is increased by or based upon the existence of any obligations of Bank hereunder or the maintaining of any Obligations, and such increase has the effect of reducing the rate of return on Bank's (or such controlling corporation's) capital as a consequence of such obligations or the maintaining of such Obligations to a level below that which Bank (or such controlling corporation) could have achieved but for such circumstances (taking into consideration its policies with respect to capital adequacy), then Borrower shall pay to Bank, within fifteen (15) days of Borrower's receipt of written notice from Bank demanding such compensation, additional amounts as are sufficient to compensate Bank (or such controlling corporation) for any increase in the amount of capital and reduced rate of return which Bank reasonably determines to be allocable to the existence of any obligations of Bank hereunder or to maintaining any Obligations. A certificate of Bank as to the amount of such compensation, prepared in good faith and in reasonable detail by Bank and submitted by Bank to Borrower, shall be conclusive and binding for all purposes absent manifest error.

8. Legal Effect. Except as specifically modified hereby, all of the terms and conditions of the Agreement remain in full force and effect.

9. Conflicts. As to the matters specifically the subject of this Addendum, in the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall control.

*(remainder of page left blank)*

IN WITNESS WHEREOF, the parties have agreed to the foregoing as of the date first set forth above.

COMERICA BANK

HUBSPOT, INC.

By: /s/ William Sweeney  
Name: William Sweeney  
Title: SVP

By: /s/ [Illegible]  
Name: [Illegible]  
Title: CFO

**[ *Signature Page to Prime Referenced Rate Addendum to  
Amended and Restated Loan and Security Agreement* ]**

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**FIRST AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This First Amendment to Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of May 30, 2013, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012 (as amended, modified, supplemented or extended from time to time, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined terms in Section 1.1 of the Agreement hereby are added or amended and restated to read as follows:

"Acquisition Consideration Cap" has the meaning given in Section 7.3.

"Acquisition Minimum Cash Amount" has the meaning given in Section 7.3.

"Applicable Account Balance Amount" means, as applicable: (a) at any time after Borrower's IPO, Fifteen Million Dollars (\$15,000,000), and (b) at all other times, Ten Million Dollars (\$10,000,000).

"Credit Extension" means each Advance, Growth Capital Advance or any other extension of credit by Bank to or for the benefit of Borrower hereunder.

"First Amendment Closing Date" means May 30, 2013.

"Growth Capital Availability End Date" means May 30, 2014.

"Growth Capital Amortization Commencement Date" means June 1, 2014.

"Growth Capital Maturity Date" means November 1, 2016.

"IPO" means the closing of a firm commitment underwritten initial public offering, pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of common stock of Borrower with net cash proceeds to Borrower of not less than \$50,000,000 (net of underwriting commissions and expenses), and that results in the common stock being traded or listed on the NYSE, AMEX or NASDAQ Global Market.

"Letter of Credit Maturity Date" means April 24, 2014.

"Revolving Maturity Date" means May 29, 2014.

2. Section 1.1 of the Agreement is further amended by amending and restating item (e) of the definition of Permitted Investment to read as follows:

(e) Investments by Borrower in: (i) HUBSPOT IRELAND LIMITED, a company formed under the laws of Ireland with registration number 525723, in an aggregate amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) in any fiscal quarter, and (ii) its other wholly-owned Subsidiaries in an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000) in any fiscal year;

3. Section 1.1 of the Agreement is amended by deleting the following defined terms: "Existing Equipment Advance", "Existing Equipment Advance Maturity Date".

4. Section 2.1(d) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(d) Growth Capital Advances.

(i) Amount. Subject to and upon the terms and conditions of this Agreement, Bank agrees to make Growth Capital Advances to Borrower. Borrower may request Growth Capital Advances from the Closing Date through the Growth Capital Availability End Date. In no event shall the aggregate amount of Growth Capital Advances exceed the Growth Capital Line. Each Growth Capital Advance shall be in a minimum original principal amount of at least the lesser of Two Hundred Fifty Thousand Dollars (\$250,000) or the remaining availability under the Growth Capital Line.

(ii) Interest; Payments. Interest shall accrue from the date of each Growth Capital Advance at the rate specified in Section 2.3(a), and shall be payable in accordance with Section 2.3(c). Any Growth Capital Advances that are outstanding immediately prior to the Growth Capital Amortization Commencement Date shall be payable in thirty (30) equal monthly installments of principal, plus all accrued interest, beginning on the Growth Capital Amortization Commencement Date, and continuing on the same day of each month thereafter through the Growth Capital Maturity Date, at which time all amounts owing in connection with the Growth Capital Advances, and all other amounts owing under this Agreement, shall be immediately due and payable in full and in cash. Growth Capital Advances, once repaid, may not be reborrowed. Except as set forth in the Pricing Addendum, Borrower may prepay any Growth Capital Advances without penalty or premium. Partial prepayments hereunder shall be applied to the installments hereunder in the inverse order of their maturities without reamortization of the repayment schedule for the remaining principal balance.

(iii) Form of Request. When Borrower desires to obtain a Growth Capital Advance, subject to the prior satisfaction of all other applicable conditions to the making of a Growth Capital Advance set forth in this Agreement, Borrower shall notify Bank (which notice shall be irrevocable) by facsimile transmission to be received no later than 3:00 p.m. Pacific time three (3) Business Days before the day on which the Growth Capital Advance is to be made. Such notice shall be substantially in the form of Exhibit B. The notice shall be duly executed by a Responsible Officer or its designee. Bank shall be entitled to rely on any facsimile or telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance.

5. Section 2.1(e) of the Agreement is hereby deleted in its entirety.

6. Section 2.3(a)(ii) of the Agreement is hereby amended and restated in its entirety to read as follows:

(ii) [ Deleted ].

7. Section 2.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.4 Crediting Payments. Prior to the occurrence of an Event of Default, Bank shall credit a wire transfer of funds, check or other item of payment to such deposit account or Obligation as Borrower specifies. After the occurrence and during the continuance of an Event of Default, Bank shall have the right, in its sole discretion, to immediately apply any wire transfer of funds, check, or other item of payment Bank may receive to conditionally reduce Obligations, but such applications of funds shall not be considered a payment on account unless such payment is of immediately available federal funds or unless and until such check or other item of payment is honored when presented for payment. Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 12:00 noon Pacific time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension.

8. Section 6.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

6.6 Accounts. Borrower shall maintain all of its, and shall cause all of its Subsidiaries to maintain all of their, deposit and operating accounts with Bank, and all of its and their primary investment accounts with Bank or Bank's Affiliates (covered by satisfactory control agreements); provided, however, notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing and Borrower is in compliance with the requirements of Section 6.8 hereof, (a) Borrower and its Subsidiaries may maintain the Excluded Deposit Accounts, subject to the limitations set forth in the definition thereof, and (b) at any time while Borrower maintains one or more deposit accounts with Bank or investment accounts with Bank's Affiliates (covered by satisfactory control agreements) with aggregate deposits or value in an amount not less than the Applicable Account Balance Amount in effect at such time, Borrower and its Subsidiaries may, at such time, also maintain cash, cash equivalents, investments and securities in excess of such Applicable Account Balance Amount in accounts outside of Bank and Bank's Affiliates that are identified on the Schedule or as to which Borrower has provided Bank with not less than five (5) days prior written notice before establishing any such additional account, so long as each such account remains, at all times, subject Bank's first-priority security interest (subject only to Permitted Liens of the type described in clause (f) of the definition of Permitted Liens), pursuant to an account control agreement in form and substance satisfactory to Bank.

9. Section 7.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other Person or business organization (other than mergers or consolidations of a Subsidiary into another Subsidiary or into Borrower), or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person, or enter into any agreement to do any of the same, except for acquisitions by Borrower where: (a) Bank shall have received at least twenty (20) days' prior written notice of such proposed transaction, which notice shall include a reasonably detailed description of such proposed transaction; (b) the property acquired (or the property of the Person acquired) in such acquisition is used or useful in the same, similar, complementary or a related line of business as the Borrower was

engaged in on the Closing Date (or any reasonable extensions thereof); (c) the Aggregate Consideration paid or payable by Borrower and its Subsidiaries in connection with all such acquisitions during the term of this Agreement shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) in the aggregate (the "Acquisition Consideration Cap"); provided however, that following Borrower's IPO, the Acquisition Consideration Cap shall be increased to Ten Million Dollars (\$10,000,000); (d) the Person, business and assets acquired in such acquisition shall be free and clear of all Liens (other than Permitted Liens); (e) at or prior to the closing of any acquisition, Bank will be granted a first priority perfected Lien, in all assets or stock acquired pursuant thereto and Borrower and its Subsidiaries shall have executed such documents and taken such actions as may be required by Bank in connection therewith; (f) at the time of such acquisition no Event of Default has occurred and is continuing, and, after giving effect to such transaction no Event of Default would exist; (g) such acquisitions do not result in a Change in Control; (h) Borrower is in all cases the surviving or successor entity; (i) both before and immediately after giving effect to such transaction, Borrower shall have Cash in excess of Three Million Dollars (\$3,000,000) (the "Acquisition Minimum Cash Amount"); provided however, that following Borrower's IPO, the Acquisition Minimum Cash Amount shall be increased to Ten Million Dollars (\$10,000,000); and (j) Borrower provides to Bank, prior to the consummation of such acquisition (i) historical financial information for the Person being acquired, including, if available, audited financial statements, quality of earnings reports and year-to-date interim financial statements, (ii) true, correct and complete copies of all of the definitive, executed documents, instruments and agreements relating to such acquisition, including all related annexes, schedules and exhibits, and (iii) such other financial information and other information regarding the Person who is being so acquired, as Bank may reasonably request.

10. Exhibit D to the Agreement is hereby amended, restated and replaced with Exhibit D attached hereto.

11. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

12. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, Growth Capital Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower's Obligations.

13. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

13.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made and continue to be true and correct in all material respects as of the date of this Amendment.

13.2 Both before and immediately after giving effect to this Amendment and the other transactions contemplated hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

13.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

13.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

13.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

14. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

(b) an Affirmation of Guaranty, duly executed by each Guarantor;

(c) (i) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Amendment and the other Loan Documents to which it is a party, and (ii) an officer's certificate of Performable with respect to incumbency and resolutions authorizing the execution and delivery of the affirmation of the Guaranty Documents and other Loan Documents to which it is a party;

(d) upfront fees under the Revolving Line and the Growth Capital Line in the aggregate amount of Ten Thousand Dollars (\$10,000) which may be debited from any of Borrower's accounts with Bank;

(e) an amount equal to all Bank Expenses incurred through the date of this Amendment, which may be debited from any of Borrower's accounts with Bank; and

(f) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

15. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/ illegible

Title: CFO

COMERICA BANK

By: /s/ illegible

Title: Vice President

*[Signature Page to First Amendment to  
Amended and Restated Loan and Security Agreement]*

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EXHIBIT D

**COMPLIANCE CERTIFICATE**

**Please send all Required Reporting to:**

Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue, 3rd Floor  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

**FROM: HUBSPOT, INC.**

The undersigned authorized Officer of HUBSPOT, INC. ("Borrower"), hereby certifies that in accordance with the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.9(a), except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof; provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

<u>REPORTING COVENANTS</u>	<u>REQUIRED</u>		<u>COMPLIES</u>
Company Prepared Monthly F/S Compliance Certificate	Monthly, within 30 days	YES	NO
CPA Audited, Unqualified F/S	Monthly, within 30 days	YES	NO
Borrowing Base Cert., A/R & A/P Agings	Annually, within 180 days after FYE	YES	NO
Annual Business Plan (incl. operating budget)	Monthly, within 30 days	YES	NO
Audit	Annually, within 60 days after FYE	YES	NO
	Semi-annual	YES	NO

If Public:

10-Q	Quarterly, within 5 days of SEC filing (50 days)	YES	NO
10-K	Annually, within 5 days of SEC filing (95 days)	YES	NO

Total amount of Borrower's cash and investments	Amount: \$ _____	YES	NO
Total amount of Borrower's cash and investments maintained with Bank	Amount: \$ _____	YES	NO
Total amount of deposits in Excluded Deposit Accounts	Amount: \$ _____	YES	NO

<u>REPORTING COVENANTS</u>	<u>DESCRIPTION</u>		<u>APPLICABLE</u>
Legal Action $\geq$ \$100,000 (Sect. 6.2(a)(iv))	Notify promptly upon notice _____	YES	NO
Inventory Disputes > \$100,000 (Sect. 6.3)	Notify promptly upon notice _____	YES	NO
Cross default with other agreements > \$100,000 (Sect. 8.7)	Notify promptly upon notice _____	YES	NO
Judgment $\geq$ \$100,000 (Sect. 8.9)	Notify promptly upon notice _____	YES	NO

**FINANCIAL COVENANTS**

**REQUIRED**

**ACTUAL**

**COMPLIES**

**TO BE TESTED MONTHLY, UNLESS OTHERWISE NOTED:**

Minimum Cash at Bank	\$1,000,000	\$ _____	YES	NO
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**OTHER COVENANTS**

**REQUIRED**

**ACTUAL**

**COMPLIES**

Permitted Indebtedness for equipment leases	≤ \$200,000	_____	YES	NO
Permitted Investments for stock repurchase	≤ \$50,000	_____	YES	NO
Permitted Investments for Irish Subsidiaries	≤ \$1.5 million/ qtr.	_____	YES	NO
Permitted Investments for subsidiaries	≤ \$50,000	_____	YES	NO
Permitted Investments for employee loans	≤ \$50,000	_____	YES	NO
Permitted Liens for equipment leases	≤ \$200,000	_____	YES	NO
Deposit Accounts Outside of Bank	≤ \$250,000 each	_____	YES	NO
	≤ \$250,000 all*	_____	YES	NO

\* Excess over \$10 million (\$15 million after IPO) permitted if subject to control agreement.

Please Enter Below Comments Regarding Violations:

The Officer further acknowledges that at any time Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no Credit Extensions will be made.

Very truly yours,

\_\_\_\_\_  
Authorized Signer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**SECOND AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Second Amendment to Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of September 23, 2013, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012, as amended, modified, supplemented or extended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 30, 2013 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined terms in Section 1.1 of the Agreement hereby are added or amended and restated to read as follows:

"Ancillary Services" means any products or services requested by Borrower and approved by Bank under the Revolving Line, including and without limitation, Letters of Credit, Credit Card Services, Automated Clearing House transactions (including origination services), FX Contracts, or other treasury management services.

"Ancillary Services Sublimit" means an aggregate sublimit for Ancillary Services under the Revolving Line not to exceed Four Million Dollars (\$4,000,000).

"Ancillary Services Usage" means, as of any date of determination, the aggregate outstanding amount of all Ancillary Services provided by Bank, including without limitation, the outstanding and undrawn amounts of all Letters of Credit, the aggregate limits of all corporate credit cards and merchant card or account processing reserves, the total amount of all Automated Clearing House transaction origination and processing reserves, the applicable FX Amount and any other limits established, or reserves taken, by Bank in connection with other treasury management services requested by Borrower and approved by Bank.

"Credit Card Services" has the meaning given in Section 2.1(b)(iv).

"FX Contracts" has the meaning given in Section 2.1(b)(vi).

"Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, (d) all Contingent Obligations, and (e) all obligations arising under or in connection with the Ancillary Services Sublimit, if any.

"Revolving Line" means a Credit Extension of up to Twenty Million Dollars (\$20,000,000), inclusive of any amounts outstanding under the Ancillary Services Sublimit.

"Revolving Maturity Date" means December 31, 2014.

"Second Amendment Closing Date" means September 23, 2013.

"Subscription Renewal Rate" means, for any given month, the amount obtained by dividing (a) the revenue from renewals of existing Subscription Contracts, which by their terms expire and are eligible for renewal during such month, that are actually renewed by customers during such month, by (b) the aggregate revenue from Subscription Contracts expiring or otherwise eligible for renewal during such month. In no event shall the Subscription Renewal Rate be greater than one (1.00).

2. Section 1.1 of the Agreement is amended by deleting the following defined terms: "Letter of Credit Facility" and "Letter of Credit Facility Maturity Date".

3. Section 2.1(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(b) Advances Under Revolving Line.

(i) Amount. Subject to and upon the terms and conditions of this Agreement Borrower may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, in each case, less the sum of the amounts outstanding under the Ancillary Services Sublimit (including the Ancillary Services Usage). Except as set forth in the Pricing Addendum, amounts borrowed pursuant to this Section 2.1(b) may be repaid and reborrowed at any time without penalty or premium prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable.



(ii) Form of Request. Whenever Borrower desires an Advance, subject to the prior satisfaction of all other applicable conditions to the making of Advances set forth in this Agreement, Borrower will notify Bank by facsimile transmission or telephone no later than 3:00 p.m. Pacific time (12:00 p.m. Pacific time for wire transfers), on the Business Day that the Advance is to be made. Each such notification shall be promptly confirmed by a Payment/Advance Form in substantially the form of Exhibit B. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any facsimile or telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section 2.1(b) to Borrower's deposit account.

(iii) Letters of Credit. Subject to the availability under the Revolving Line, and in reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit, when added to the aggregate Ancillary Services Usage for all other Ancillary Services, (i) shall not at any time exceed the Ancillary Services Sublimit, and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Line. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Line. All Letters of Credit shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit, including those specified in Section 2.5. If, on the Revolving Maturity Date, there are any outstanding Letters of Credit, then on such date Borrower shall provide to Bank cash collateral in an amount equal to one hundred five percent 105% of the face amount of all such Letters of Credit plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment), to secure all of the Obligations relating to said Letters of Credit.

(iv) Credit Card Services. Subject to the terms and conditions of this Agreement, Borrower may request corporate credit cards and standard and e-commerce merchant account services from Bank (collectively, the "Credit Card Services"). The aggregate limit of the corporate credit cards and merchant credit card processing reserves, when added to the aggregate Ancillary Services Usage for all other Ancillary Services, shall not exceed the Ancillary Services Sublimit, provided that availability under the Revolving Line shall be reduced by the aggregate limits of the corporate credit cards issued to Borrower and merchant credit card processing reserves. In addition, Bank may, in its sole discretion, charge as Advances any amounts that become due or owing to Bank in connection with the Credit Card Services. The terms and conditions (including repayment and fees) of such Credit Card Services shall be subject to the terms and conditions of the Bank's standard forms of application and agreement for the Credit Card Services, which Borrower hereby agrees to execute.

(v) ACH Transactions. Subject to the terms and conditions of this Agreement, Borrower may request ACH origination services by delivering to Bank a duly executed ACH application on Bank's standard form; provided, however, that the total amount of the ACH processing reserves, when added to the aggregate Ancillary Services Usage for all other Ancillary Services, shall not exceed the Ancillary Services Sublimit, and availability under the Revolving Line shall be reduced by, the amount of such ACH processing reserves. In addition, Bank may, in its sole discretion, charge as Advances any amounts that become due or owing to Bank in connection with the ACH services.

(vi) Foreign Exchange Contracts. Subject to and upon the terms and conditions of this Agreement and any other agreement that Borrower may enter into with the Bank in connection with foreign exchange transactions ("FX Contracts"), Borrower may request Bank to enter into FX Contracts with Borrower due not later than the Revolving Maturity Date. Borrower shall pay any standard issuance and other fees that Bank notifies Borrower will be charged for issuing and processing FX Contracts for Borrower. The FX Amount, when added to the aggregate Ancillary Services Usage for all other Ancillary Services, shall at all times be equal to or less than the Ancillary Services Sublimit. The "FX Amount" shall equal the amount determined by multiplying (i) the aggregate amount, in United States Dollars, of FX Contracts between Borrower and Bank remaining outstanding as of any date of determination by (ii) the applicable Foreign Exchange Reserve Percentage as of such date. The "Foreign Exchange Reserve Percentage" shall be a percentage as determined by Bank, in its sole discretion from time to time. The initial Foreign Exchange Reserve Percentage shall be ten percent (10%).

(vii) Collateralization of Obligations Extending Beyond Maturity. If Borrower has not secured to Bank's satisfaction its obligations with respect to any Ancillary Services that may extend beyond the Revolving Maturity Date, then, effective as of the Revolving Maturity Date, the balance in any deposit accounts held by Bank and the certificates of deposit or time deposit accounts issued by Bank in Borrower's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent of the Ancillary Services Usage, including without limitation, then continuing or outstanding and undrawn Letters of Credit, Credit Card Services, ACH origination services, or FX Contracts; provided, however, that if there are insufficient balances in such accounts to secure such obligations, Borrower shall immediately deposit such additional funds as are necessary to fully secure such obligations. Borrower authorizes Bank to hold such balances in pledge and to decline to honor any drafts thereon or any requests by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as any Letters of Credit, Credit Card Services, ACH origination services, FX Contracts or other Ancillary Services are outstanding or continue.

4. Section 2.1(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

(c) [ Deleted ].

5. Section 2.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.2 Overadvances. If the aggregate amount of the outstanding Advances at any time exceeds the amount equal to (a) the lesser of the Revolving Line or the Borrowing Base, in each case, minus (b) the sum of the amounts outstanding under the Ancillary Services Sublimit (including the Ancillary Services Usage), Borrower shall immediately pay to Bank, in cash, the amount of such excess.

6. Section 2.5 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.5 Fees. Borrower shall pay to Bank the following:

(a) Facility Fee. On the Second Amendment Closing Date, a facility fee equal to Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750), which shall be nonrefundable and fully-earned;

(b) Unused Facility Fee. A quarterly Unused Facility Fee equal to one-quarter of one percent (0.25%) per annum of the difference between the Revolving Line and the average outstanding principal balance of the Advances under the Revolving Line during the applicable quarter, which fee shall be payable in quarterly installments on the last day of each calendar quarter, or, in the case of the quarter in which the Revolving Maturity Date falls, on the Revolving Maturity Date, and shall be nonrefundable;

(c) Letter of Credit Fee. Bank's customary fees and expenses for the issuance or renewal of Letters of Credit, including, without limitation, a letter of credit fee of one and one half of one percent (1.50%) per annum (or one percent (1.00%) per annum if fully cash secured on terms satisfactory to Bank) of the face amount of each Letter of Credit issued, upon the issuance of such Letter of Credit, each anniversary of the issuance during the term of such Letter of Credit, and upon the renewal of such Letter of Credit by Bank; and

(d) Bank Expenses. On the Closing Date, all Bank Expenses incurred through the Closing Date, and, after the Closing Date, all Bank Expenses, as and when they become due.

7. The Agreement is hereby amended by inserting a new section 6.13 to read as follows:

6.13 Irish Subsidiary Stock Pledge. Within thirty (30) days of the Second Amendment Closing Date, Borrower shall deliver to Bank the original share certificates representing the Shares issued by HUBSPOT IRELAND LIMITED, a company formed under the laws of Ireland with registration number 525723 ("HubSpot Ireland"), together with assignments separate from certificate or other applicable instruments of transfer, duly executed in blank.

8. Section 9.1(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

(b) Demand that Borrower (i) deposit cash with Bank in an amount equal to the amount of any Letters of Credit remaining undrawn, outstanding Credit Card Services, outstanding ACH origination services, outstanding FX Contracts, or other Ancillary Services, as collateral security for the repayment of any future drawings under such Letters of Credit, outstanding Credit Card Services, ACH origination services, FX Contracts or other Ancillary Services, and (ii) pay in advance all Letter of Credit fees scheduled to be paid or payable over the remaining term of the Letters of Credit, Credit Card Services fees, ACH origination services fees, FX Contracts fees and other Ancillary Services fees, and Borrower shall promptly deposit and pay such amounts;

9. Section 10 of the Agreement is hereby amended and restated by revising the addresses for notices to Borrower and Bank to read as follows:

If to Borrower	HubSpot, Inc. 25 First Street, 2 <sup>nd</sup> Floor Cambridge, MA 02141 Attn: Chief Financial Officer FAX: (617) 812-5820
with a copy to:	HubSpot, Inc. 25 First Street, 2 <sup>nd</sup> Floor Cambridge, MA 02141 Attn: General Counsel FAX: (617) 812-5820
If to Bank:	Comerica Bank M/C 7578 39200 Six Mile Rd. Livonia, MI 48152 Attn: National Documentation Services
with a copy to:	Comerica Bank 100 Federal Street, 28th Floor Boston, MA 02110 Attn: Paula Howell & Jason Pan FAX: (617) 757 6351

10. Exhibit C to the Agreement is hereby amended, restated and replaced with Exhibit C attached hereto.

11. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

12. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, Growth Capital Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower's Obligations.

13. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

13.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made or deemed made, and, other than those representations that relate only to a specific earlier date, such representations and warranties continue to be true and correct in all material respects as of the date of this Amendment. For the sake of clarity, as of the Second Amendment Closing Date, Borrower has the following two Subsidiaries: Performable and HubSpot Ireland.

13.2 Both before and immediately after giving effect to this Amendment and the other transactions contemplated hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

13.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating

agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

13.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

13.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

14. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

(b) an Affirmation and Amendment of Guaranty, duly executed by each Guarantor;

(c) (i) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Amendment and the other Loan Documents to which it is a party, and (ii) an officer's certificate of Performable with respect to incumbency and resolutions authorizing the execution and delivery of the affirmation of the Guaranty Documents and other Loan Documents to which it is a party;

(d) the fees owing under Section 2.5 of the Agreement, as amended hereby, which may be debited from any of Borrower's accounts with Bank;

(e) current UCC record and copy searches, including SOS Reports, disclosing no notice of any Liens or encumbrances filed against any of the Collateral other than Permitted Liens; and

(f) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

15. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/ Brian Halligan

Title: CEO

COMERICA BANK

By: /s/ illegible

Title: SVP

*[Signature Page to Second Amendment to  
Amended and Restated Loan and Security Agreement]*

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EXHIBIT C

**BORROWING BASE CERTIFICATE**

Borrower: HUBSPOT, INC.

Bank: Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue  
3rd Floor, MC 4240  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

Commitment Amount: \$20,000,000

RECURRING SUBSCRIPTION CONTRACT REVENUES

1. Total Cash Receipts From Recurring Subscription Revenues for 3 months ending \$ \_\_\_\_\_

AVERAGE SUBSCRIPTION RENEWAL RATE

- 2. Actual renewals during month ending \_\_\_\_\_ (three months prior) \$ \_\_\_\_\_
- 3. Scheduled/ Eligible renewals during month ending \_\_\_\_\_ (three months prior) \$ \_\_\_\_\_
- 4. Month 3 Renewal Rate (#2 divided by #3) \_\_\_\_\_
- 5. Actual renewals during month ending \_\_\_\_\_ (two months prior) \$ \_\_\_\_\_
- 6. Scheduled/ Eligible renewals during month ending \_\_\_\_\_ (two months prior) \$ \_\_\_\_\_
- 7. Month 2 Renewal Rate (#5 divided by #6) \_\_\_\_\_
- 8. Actual renewals during month ending \_\_\_\_\_ (month ending on Certificate date) \$ \_\_\_\_\_
- 9. Scheduled/ Eligible renewals during month ending \_\_\_\_\_ (month ending on Certificate date) \$ \_\_\_\_\_
- 10. Month 1 Renewal Rate (#8 divided by #9) \_\_\_\_\_
- 11. ADVANCE RATE ([#4 plus #7 plus #10] divided by 3) \_\_\_\_\_

BORROWING BASE

12. BORROWING BASE (#1 times #11) \$ \_\_\_\_\_

BALANCES

- 13. Maximum Loan Amount \$20,000,000
- 14. Total Funds Available (Lesser of #12 or #13) \$ \_\_\_\_\_
- 15. Outstanding under Sublimits (if any) \$ \_\_\_\_\_
- 16. Present balance owing on Line of Credit \$ \_\_\_\_\_
- 17. Reserve Position (#14 minus #15 and #16) \$ \_\_\_\_\_

The undersigned represents and warrants that the foregoing is true, complete and correct, and that the information reflected in this Borrowing Base Certificate complies with the representations and warranties set forth in the Amended and Restated Loan and Security Agreement between the undersigned and Comerica Bank.

Comments:

<b>BANK USE ONLY</b>	
Rec'd By:	_____
Date:	_____
Reviewed By:	_____
Date:	_____

\_\_\_\_\_  
Authorized Signer

**THIRD AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Third Amendment to Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of March 21, 2014, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012, as amended, modified, supplemented or extended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 30, 2013 and that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 23, 2013 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined terms in Section 1.1 of the Agreement hereby are added or amended and restated as follows:

"Advance Rate" means, for any date of determination, the percentage equal to (a) the sum of the monthly Subscription Renewal Rates for each of the three (3) consecutive months ending on or immediately prior to such date, divided by (b) three (3). In no event shall the Advance Rate be greater than one (1).

"Borrowing Base" means, as of any date of determination, an amount equal to the product of (a) the Advance Rate, as of such date, multiplied by (b) aggregate cash receipts from Subscription Contracts for the three (3) month period ending on the last day of the month immediately preceding such date (or such date if the date of determination is the last day of a month), as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrower or from other information then available to Bank including information obtained from working capital or other similar audits conducted by or on behalf of Bank, less such reserves as may be established, by Bank in its good faith credit judgment, from time to time; provided, that the advance rate is subject to adjustment by Bank after the Closing Date, in its good faith credit judgment.

"Excluded Deposit Accounts" means deposit accounts maintained by Borrower or Subsidiaries of Borrower that are identified on the Schedule or as to which Borrower has provided with prior written notice, so long as (i) with respect to foreign accounts of HUBSPOT IRELAND LIMITED, the US Dollar-equivalent value of the deposits in all such accounts is at all times less than One Million Five Hundred Thousand Dollars (\$1,500,000) (ii) with respect to foreign accounts of other foreign subsidiaries, the US Dollar-equivalent value of the deposits in all such accounts is at all times less than Five Hundred Thousand Dollars (\$500,000), and (iii) with respect to domestic accounts, the US Dollar-equivalent value of the deposits in all such accounts is at all times less than Two Hundred Fifty Thousand Dollars (\$250,000).

"Growth Capital Amortization Commencement Date" means January 1, 2015.

"Growth Capital Availability End Date" means December 31, 2014.

"Growth Capital Maturity Date" means June 1, 2017.

"IPO II" means the closing of a firm commitment underwritten initial public offering, pursuant to an effective registration statement filed under the Securities Act of 1933, as amended, covering the offer and sale of common stock of Borrower with net cash proceeds to Borrower of not less than Seventy Five Million Dollars (\$75,000,000) (net of underwriting commissions and expenses), and that results in the common stock being traded or listed on the NYSE, AMEX or NASDAQ Global Market.

"Revolving Line" means a Credit Extension of up to Thirty Million Dollars (\$30,000,000), inclusive of any amounts outstanding under the Ancillary Services Sublimit.

"Revolving Maturity Date" means March 21, 2016.

"Subscription Contracts" means those written subscription and other agreements for Borrower's products and/or consulting, training, implementation and support services ("Services") that: (a) have been duly and properly executed and delivered by Borrower and each account debtor party thereto; (b) have been entered into in the ordinary course of Borrower's business and consistent with past practice; and (c) are with a counter-party that is not an Affiliate of Borrower.

"Third Amendment Closing Date" means March 21, 2014.

2. Subsection (c) of the defined term “Permitted Indebtedness” in Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

“(c) Indebtedness not to exceed Four Hundred Thousand Dollars (\$400,000) in the aggregate outstanding at any time secured by a lien described in clause (c) of the defined term “Permitted Liens;” provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;”

3. Subsection (e) of the defined term “Permitted Investments” in Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

“(e) Investments by Borrower in: (i) HUBSPOT IRELAND LIMITED, a company formed under the laws of Ireland with registration number 525723, in an aggregate amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) in any fiscal quarter, and (ii) its other wholly-owned Subsidiaries (including any newly formed Subsidiary in Australia) in an aggregate amount not to exceed (y) One Million Dollars (\$1,000,000) in the 2014 fiscal year or (z) Five Hundred Thousand Dollars (\$500,000) in any subsequent fiscal year,”

4. Section 2.1(b)(i) of the Agreement is hereby amended and restated as follows:

“(i) Amount. Subject to and upon the terms and conditions of this Agreement Borrower may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, in each case, less the sum of the amounts outstanding under the Ancillary Services Sublimit (including the Ancillary Services Usage). Except as set forth in the Pricing Addendum, amounts borrowed pursuant to this Section 2.1(b) may be repaid and reborrowed at any time without penalty or premium prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable. Notwithstanding anything to the contrary, Borrower may not request Advances from the Third Amendment Effective Date until Bank has completed its audit of Borrower’s Accounts and appraised the Collateral, which shall occur no later than sixty (60) days after the Third Amendment Effective Date.”

5. Section 2.5(a) of the Agreement is hereby amended and restated as follows:

“(a) Facility Fee. On the Third Amendment Closing Date, a facility fee equal to Thirty Thousand Dollars (\$30,000) (which shall include all Bank Expenses for legal fees incurred through the Third Amendment Closing Date);”

6. Section 4.3 of the Agreement is hereby amended and restated as follows:

“4.3 Right to Inspect. Within sixty (60) days of the Third Amendment Effective Date and at any time when (i) the outstanding principal balance of the Advances has been greater than Five Million Dollars (\$5,000,000) at least once during a six (6) month period or (ii) an Event of Default has occurred and is continuing, Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during Borrower’s usual business hours but no more than twice each year (unless an Event of Default has occurred and is continuing), to inspect Borrower’s Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify Borrower’s financial condition or the amount, condition of, or any other matter relating to, the Collateral and Borrower’s other assets and properties. The scope of such examinations shall include testing and review of the underlying cash receipts that are the basis for calculating the Borrowing Base and Borrower’s renewal rates.”

7. Section 6.2(a)(i) of the Agreement is hereby amended and restated as follows:

“(i) as soon as available, but in any event within thirty (30) days after the end of each calendar quarter, a company prepared consolidated and consolidating balance sheet and income statement covering Borrower’s operations during such period prepared in accordance with GAAP, in a form reasonably acceptable to Bank and certified by a Responsible Officer;”

8. Section 6.2(b) of the Agreement is hereby amended and restated as follows:

“(b) Within thirty (30) days after the last day of each calendar month, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, together with aged listings by invoice date of accounts receivable and accounts payable and evidence in form and substance satisfactory to Bank to support the cash receipts in the Borrowing Base Certificate.”

9. Section 6.2(e) of the Agreement is hereby amended and restated as follows:

“(e) Intentionally Omitted.”



10. Section 6.8 of the Agreement is hereby amended and restated as follows:

“6.8 Financial Covenant. Borrower shall at all times maintain the following financial covenant:

(a) Recurring Subscription Revenue. Borrower shall maintain at all times until consummation of IPO II, measured quarterly on a trailing three (3) month basis, revenue derived from Subscription Contracts (excluding revenue derived from the sale of Services) of at least the following amounts as set forth in the table below for the corresponding measuring periods;

<u>Measuring Period Ending</u>	<u>Minimum Recurring Subscription Revenue</u>
March 31, 2014	\$ 18,514,000
June 30, 2014	\$ 19,839,000
September 30, 2014	\$ 21,414,000
December 31, 2014	\$ 23,068,000
March 31, 2015	\$ 24,243,000
June 30, 2015	\$ 26,039,000
September 30, 2015	\$ 27,971,000
December 31, 2015	\$ 30,046,000
March 31, 2016	\$ 31,000,000

11. Section 10 of the Agreement is hereby amended and restated by revising the second address for notice Bank to read as follows:

with a copy to:

Comerica Bank  
100 Federal Street, 28th Floor  
Boston, MA 02110  
Attn: Garth W. Gorrall  
FAX: (617) 757 6351

12. Exhibit C to the Agreement is hereby amended, restated and replaced with Exhibit C attached hereto.

13. Exhibit D to the Agreement is hereby amended, restated and replaced with Exhibit D attached hereto.

14. Borrower acknowledges and Bank hereby waives Borrower’s violation of (i) Section 6.2(a)(i), Section 6.2(b), and Section 6.2(c) of the Agreement for failure to timely deliver Borrower’s financial packages for all measuring periods prior to the Third Amendment Effective Date and (ii) Section 6.6 of the Agreement with respect to Borrower and its Subsidiaries’ maintaining cash, cash equivalents, investments and securities in excess of the Applicable Account Balance Amount in accounts outside of Bank through the Third Amendment Effective Date.

15. No later than sixty (60) days after Borrower forms its new Australian Subsidiary, Borrower shall deliver to Bank the original share certificates representing the Shares issued by such subsidiary, together with (i) assignments separate from certificate or other applicable instruments of transfer, duly executed in blank and (ii) an Australian Share Pledge Agreement in form and substance acceptable to Bank.

16. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank’s failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

17. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects.

Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, Growth Capital Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower’s Obligations.

18. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

18.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made or deemed made, and, other than those representations that relate only to a specific earlier date, such representations and warranties continue to be true and correct in all material respects as of the date of this Amendment. For the sake of clarity, as of the Third Amendment Closing Date, Borrower has the following Subsidiary: HubSpot Ireland.

18.2 Both before and immediately after giving effect to this Amendment and the other transactions contemplated hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

18.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

18.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

18.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

19. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

(b) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Amendment and the other Loan Documents to which it is a party

(c) the fees owing under Section 2.5 of the Agreement, as amended hereby, which may be debited from any of Borrower's accounts with Bank; and

(d) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

20. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/ [Illegible]

Title: CFO

COMERICA BANK

By: /s/ [Illegible]

Title: Senior Vice President

*[Signature Page to Third Amendment to  
Amended and Restated Loan and Security Agreement]*

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**FOURTH AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Fourth Amendment to Amended and Restated Loan and Security Agreement (this “Amendment”) is entered into as of June 26, 2014, by and between COMERICA BANK (“Bank”) and HUBSPOT, INC., a Delaware corporation (“Borrower”).

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012, as amended, modified, supplemented or extended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 30, 2013, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 23, 2013 and that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 21, 2014 (collectively, the “Agreement”). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined terms in Section 1.1 of the Agreement hereby are added or amended and restated as follows:

“Contractual Monthly Product Subscription Revenue” means the total amount of product subscription fees contractually committed to be paid for a full month under all of Borrower’s customer agreements, net of any commissions owed to Borrower’s partners.

“Subscription Renewal Rate” means, for a given month, the percentage obtained by dividing (a) the aggregate Contractual Monthly Product Subscription Revenue of Borrower’s customers at the end of the month, excluding new customers added during that month, by (b) the aggregate Contractual Monthly Product Subscription Revenue of Borrower’s customer base as of the beginning of that month, provided in no event shall the Subscription Renewal Rate be greater than one (1.00).

2. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank’s failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, Growth Capital Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower’s Obligations.

4. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made or deemed made, and, other than those representations that relate only to a specific earlier date, such representations and warranties continue to be true and correct in all material respects as of the date of this Amendment. For the sake of clarity, as of the Fourth Amendment Closing Date, Borrower has the following Subsidiaries: HubSpot Ireland and HubSpot Australia.

4.2 Both before and immediately after giving effect to this Amendment and the other transactions contemplated hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

4.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

4.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

4.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

5. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

Bank; and

(c) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or

appropriate.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/ John Kinzer

Title: CFO

COMERICA BANK

By: /s/ [Illegible]

Title: SVP

*[Signature Page to Fourth Amendment to  
Amended and Restated Loan and Security Agreement]*

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**FIFTH AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Fifth Amendment to Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of September 12, 2014, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012, as amended, modified, supplemented or extended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 30, 2013, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 23, 2013, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 21, 2014 and that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of June 26, 2014 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined term in Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

"Revolving Line" means a Credit Extension of up to Thirty Five Million Dollars (\$35,000,000), inclusive of any amounts outstanding under the Ancillary Services Sublimit.

2. The following defined terms are hereby deleted from Section 1.1 of the Agreement:

"Growth Capital Advance(s)", "Growth Capital Amortization Commencement Date", "Growth Capital Availability End Date", "Growth Capital Line", "Growth Capital Maturity Date"

3. Section 2.1(d) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(d) Intentionally Omitted."

4. Section 2.3(a)(iii) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(iii) Intentionally Omitted."

5. The following defined term in the Pricing Addendum hereby is amended and restated as follows:

"Applicable Margin" means one half of one percent (0.50%) per annum.

6. Exhibit C to the Agreement is hereby replaced with Exhibit C attached hereto.

7. Bank hereby agrees that Letters of Credit numbers 5125-30 and 5409-30 issued by Bank and naming DWF III Davenport LLC and Global Payments Comerica Alliance as beneficiaries, respectively and Borrower's existing Three Hundred Thousand Dollar (\$300,000) business credit card shall hereafter no longer reduce availability under the Ancillary Services Sublimit.

8. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

9. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan

Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower's Obligations.

10. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

10.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made or deemed made, and, other than those representations that relate only to a specific earlier date, such representations and warranties continue to be true and correct in all material respects as of the date of this Amendment. For the sake of clarity, as of the Fourth Amendment Closing Date, Borrower has the following Subsidiaries: HubSpot Ireland and HubSpot Australia.

10.2 Both before and immediately after giving effect to this Amendment and the other transactions contemplated hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

10.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

10.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

10.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

11. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower; and

(b) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

12. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*



IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/ John Kinzer

Title: CFO

COMERICA BANK

By: /s/ illegible

Title: SVP

*[Signature Page to Fifth Amendment to  
Amended and Restated Loan and Security Agreement]*

**SIXTH AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Sixth Amendment to Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of March 2, 2015, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012, as amended, modified, supplemented or extended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 30, 2013, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 23, 2013, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 21, 2014, that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of June 26, 2014 and that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of September 12, 2014 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined terms in Section 1.1 of the Agreement are hereby added or amended and restated in their entirety to read as follows:

"Adjusted Quick Ratio" means a ratio of (i) unrestricted cash at Bank plus total accounts receivable to (ii) Current Liabilities (plus to the extent not already included therein all Indebtedness owing under the Revolving Line) minus deferred revenue.

"Borrowing Base" means, as of any date of determination, an amount equal to the product of (a) the Subscription Renewal Rate multiplied by (b) aggregate cash receipts from Subscription Contracts, (including up to Five Million Dollars (\$5,000,000) of foreign cash receipts) for the three (3) month period ending on the last day of the month immediately preceding such date (or such date if the date of determination is the last day of a month), as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrower or from other information then available to Bank including information obtained from working capital or other similar audits conducted by or on behalf of Bank, less such reserves as may be established, by Bank in its good faith credit judgment, from time to time.

"Current Liabilities" means all amounts that should, in accordance with GAAP, be included as current liabilities on the consolidated balance sheet of Borrower and its Subsidiaries, as at such date, plus, to the extent not already included therein, all undrawn Letters of Credit.

"Excluded Deposit Accounts" means foreign deposit accounts maintained by Borrower or Subsidiaries of Borrower that are identified on the Schedule or as to which Borrower has provided with prior written notice, so long as the US Dollar-equivalent value of the deposits in all such foreign accounts is at all times less than Ten Million Dollars (\$10,000,000).

2. Subsection (c) of the defined term "Permitted Indebtedness in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Indebtedness not to exceed Five Million Dollars (\$5,000,000) in the aggregate outstanding at any time secured by a lien described in clause (c) of the defined term "Permitted Liens;" provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;"

3. Subsection (e) of the defined term "Permitted Investments" in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"(e) Investments by Borrower in Foreign Subsidiaries, in an aggregate amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) in any fiscal quarter;"

4. New Subsection (j) is hereby added to the defined term Permitted Investments in Section 1.1 of the Agreement as follows:

"(j) Investments consisting of loans made by Borrower to its clients and vendors for customer/VAR financing in an aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000) in the aggregate)."

5. Subsection (c) of the defined term “Permitted Liens” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“(c) Liens securing Permitted Indebtedness not to exceed Five Million Dollars (\$5,000,000) in the aggregate at any time outstanding (i) upon or in any Equipment (other than Equipment financed by Bank) acquired or held by Borrower or any of its Subsidiaries to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such Equipment, or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such Equipment;”

6. Section 6.2(a)(iii) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(iii) if applicable, copies of all statements, reports and notices sent or made available generally by Borrower to its security holders or to any holders of Subordinated Debt and all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission within forty-five (45) days after the last day of each quarter;”

7. Section 6.2(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Within forty-five (45) days after the last day of each quarter, when there are Advances outstanding, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C hereto, together with aged listings by invoice date of accounts receivable and accounts payable.”

8. Section 6.2(c) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(c) Within forty-five (45) days after the last day of each quarter, Borrower shall deliver to Bank a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer in substantially the form of Exhibit D hereto.”

9. Section 6.8 of the Agreement is hereby amended and restated in its entirety to read as follows:

“6.8 Financial Covenants. Borrower shall at all times (i) after consummation of any Permitted Acquisition and (ii) while any Advance is outstanding, maintain the following financial covenants:

(a) Adjusted Quick Ratio. Measured quarterly as of the last day of each calendar quarter, an Adjusted Quick Ratio of at least 1.15 to 1.00.

(b) Recurring Subscription Revenue. Measured quarterly on a trailing three (3) month basis, revenue derived from Subscription Contracts (excluding revenue derived from the sale of Services) of at least the following amounts as set forth in the table below for the corresponding measuring periods;

<u>Measuring Period Ending</u>	<u>Minimum Recurring Subscription Revenue</u>
December 31, 2014	\$ 23,068,000
March 31, 2015	\$ 24,243,000
June 30, 2015	\$ 26,039,000
September 30, 2015	\$ 27,971,000
December 31, 2015	\$ 30,046,000
March 31, 2016	\$ 31,000,000

.”

10. Section 7.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

“7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other Person or business organization (other than mergers or consolidations of a Subsidiary into another Subsidiary or into Borrower), or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person, or enter into any agreement to do any of the same, except for acquisitions by Borrower where: (a) the Board of Directors of Borrower (or with respect to an acquisition where the consideration is less than Two Million Dollars (\$2,000,000), a team of officers of Borrower designated by the Board of Directors of Borrower) has approved of the transaction; (b) the Board of Directors (or their equivalent) of the seller of the assets or issuer of the equity interests being acquired shall not have disapproved such transaction or recommended such transaction be disapproved; (c) the property acquired (or the property of the Person acquired) in such acquisition is used or useful in the same, similar, complementary or a related line of business as the Borrower was engaged in on the Closing Date (or any reasonable extensions thereof); (d) the Aggregate Consideration paid or payable by Borrower and its Subsidiaries in connection with all such acquisitions during the term of this Agreement shall not exceed One Hundred Fifty Million Dollars (\$150,000,000) in the aggregate (the “Acquisition Consideration Cap”); provided however, that no more than Sixty Million Dollars (\$60,000,000) shall be cash Aggregate Consideration and that non-cash Aggregate Consideration

does not result in greater than Fifteen Percent (15%) dilution to Borrower; (e) if cash Aggregate Consideration is greater than Ten Million Dollars (\$10,000,000), Person or business organization being acquired must confirm financial performance through audited financials or a quality of earnings study completed by a firm acceptable to Bank; (f) capital expenditures within the Person or business organization being acquired shall not exceed Five Million Dollars (\$5,000,000) for one year immediately following the acquisition and must be reserved for post-close cash balance; (g) at the time of such acquisition no Event of Default has occurred and is continuing, and, after giving effect to such transaction no Event of Default would exist; (h) immediately after giving effect to such transaction, Borrower shall have Cash in excess of Twenty-Five Million Dollars (\$25,000,000) (the "Acquisition Minimum Cash Amount"); and (i) not less than ten (10) days (or such shorter period of time agreed to by Bank) or more than ninety (90) days prior to the consummation of such acquisition, Borrower provides to Bank notice of such acquisition together with (i) pro forma projected financial information, (ii) historical financial information for at least the past three (3) years (or such shorter period as is the entire lifespan of the acquired entity), including, if available, audited financial statements, balance sheets, cash flows and year-to-date interim financial statements, (iii) true, correct and complete copies of all of the definitive, executed documents, instruments and agreements relating to such acquisition, including all related annexes, schedules and exhibits, and (iv) such other financial information and other information regarding the Person who is being so acquired, as Bank may reasonably request (any such acquisition that complies with all of the foregoing requirements, a "Permitted Acquisition")."

11. Section 7.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

"7.6 Distributions. Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any of its Equity Interests, or permit its Subsidiaries to do so, except that, subject to the last sentence of this Section 7.6, Borrower may: (a) pay up to Fifteen Million Dollars (\$15,000,000) in the aggregate to repurchase Equity Interests consisting of restricted stock units in Borrower once vested and as required pursuant to customary stock repurchase agreements approved by Borrower's Board of Directors, from former officers, directors or employees upon the death, disability or termination or cessation of employment or service of such officers, directors or employees; (b) make dividends payable exclusively in the form of capital stock; (c) convert convertible securities (including warrants) into equity securities pursuant to the terms of such convertible securities; and (d) distribute equity securities to current or former employees, officers, consultants or directors upon the exercise of their stock options. Notwithstanding the foregoing, Borrower shall be permitted to make such repurchases under clause (a) above only if, at the time of such repurchase, and immediately after giving effect thereto: (i) no Event of Default, or any event or circumstance that with the giving of notice or the passage of time (or both) could result in an Event of Default, exists or could reasonably be expected to occur, (ii) Borrower is solvent, and (iii) such distribution is permitted under and is made in compliance with applicable law including Sections 170 and 173 of the Delaware General Corporation Law. In addition, Borrower's Subsidiaries may make dividends and distributions to Borrower on account of or in redemption, retirement or purchase of any of their respective Equity Interests."

12. Section 7.10(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(b) the third party has been notified of Bank's security interest and Bank (i) other than with respect to locations where property of Borrower and/or its Subsidiaries may be located with a value less than Two Hundred Thousand Dollars (\$200,000) at any one location, shall have received a duly executed Collateral Access Agreement, including an acknowledgment from the third party that it is holding or will hold the Collateral for Bank's benefit or (ii) is in possession of the warehouse receipt, where negotiable, covering such Collateral. Except for such locations as Bank may approve in writing, Borrower shall keep, and shall cause each of its Subsidiaries to keep, its Equipment and all Collateral only at the locations set forth in the Schedule delivered by Borrower to Bank prior to the Closing Date (or inventory in transit between such locations in the ordinary course of business), and at such other locations of which Borrower gives Bank prior written notice pursuant to Section 7.2, and as to which Bank files Security Instruments where needed to perfect its security interests and liens in such Collateral and as to which (x) if applicable, Bank has received a Collateral Access Agreement for any location where Borrower or its Subsidiaries maintain more than Two Hundred Thousand Dollars (\$200,000) at any one location, and (y) Borrower has taken such actions as Bank reasonably requests to perfect and maintain the perfection and priority of Bank's Lien on the Collateral."

13. Exhibit C to the Agreement is hereby replaced with Exhibit C attached hereto.

14. Exhibit D to the Agreement is hereby replaced with Exhibit D attached hereto.

15. Bank hereby waives the Event of Default that occurred due to Borrower's failure to comply with the provisions of Section 6.6 of the Agreement with respect to foreign accounts.

16. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

17. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower's Obligations.

18. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

18.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made or deemed made, and, other than those representations that relate only to a specific earlier date, such representations and warranties continue to be true and correct in all material respects as of the date of this Amendment.

18.2 Both before and immediately after giving effect to this Amendment and the other transactions contemplated hereby, except as explicitly waived hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

18.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

18.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

18.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

19. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower;

(b) a facility fee equal to Thirty Five Thousand Dollars (\$35,000); and

(c) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

20. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/ John Kinzer

Title: CFO

COMERICA BANK

By: /s/ illegible

Title: SVP

*[Signature Page to Sixth Amendment to  
Amended and Restated Loan and Security Agreement]*

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EXHIBIT C

**BORROWING BASE CERTIFICATE**

Borrower: HUBSPOT, INC.

Bank: Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue  
3rd Floor, MC 4240  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

Commitment Amount: \$35,000,000

RECURRING SUBSCRIPTION CONTRACT REVENUES

1. Total Cash Receipts From Subscription Contracts (including Services) for 3 months ending \$ \_\_\_\_\_

AVERAGE SUBSCRIPTION RENEWAL RATE

2. Actual renewals during month ending \_\_\_\_\_ (three months prior) \$ \_\_\_\_\_  
3. Scheduled/ Eligible renewals during month ending \_\_\_\_\_ (three months prior) \$ \_\_\_\_\_  
4. Month 3 Renewal Rate (#2 divided by #3) \_\_\_\_\_  
5. Actual renewals during month ending \_\_\_\_\_ (two months prior) \$ \_\_\_\_\_  
6. Scheduled/ Eligible renewals during month ending \_\_\_\_\_ (two months prior) \$ \_\_\_\_\_  
7. Month 2 Renewal Rate (#5 divided by #6) \_\_\_\_\_  
8. Actual renewals during month ending \_\_\_\_\_ (month ending on Certificate date) \$ \_\_\_\_\_  
9. Scheduled/ Eligible renewals during month ending \_\_\_\_\_ (month ending on Certificate date) \$ \_\_\_\_\_  
10. Month 1 Renewal Rate (#8 divided by #9) \_\_\_\_\_

BORROWING BASE

12. BORROWING BASE (#1 multiplied by #10) \$ \_\_\_\_\_

BALANCES

13. Maximum Loan Amount \$ 35,000,000  
14. Total Funds Available (Lesser of #12 or #13) \$ \_\_\_\_\_  
15. Outstanding under Sublimits (if any) \$ \_\_\_\_\_  
16. Present balance owing on Line of Credit \$ \_\_\_\_\_  
17. Reserve Position (#14 minus #15 and #16) \$ \_\_\_\_\_

The undersigned represents and warrants that the foregoing is true, complete and correct, and that the information reflected in this Borrowing Base Certificate complies with the representations and warranties set forth in the Amended and Restated Loan and Security Agreement between the undersigned and Comerica Bank.

Comments:

<b>BANK USE ONLY</b>	
Rec'd By:	_____
Date:	_____
Reviewed By:	_____
Date:	_____

\_\_\_\_\_  
Authorized Signer

EXHIBIT D

**COMPLIANCE CERTIFICATE**

**Please send all Required Reporting to:**

Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue, 3rd Floor  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

**FROM: HUBSPOT, INC.**

The undersigned authorized Officer of HUBSPOT, INC. ("Borrower"), hereby certifies that in accordance with the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.9(a), except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof; provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

<u>REPORTING COVENANTS</u>	<u>REQUIRED</u>	<u>COMPLIES</u>	
Company Prepared Quarterly F/S Compliance Certificate	Quarterly, within 30 days	YES	NO
CPA Audited, Unqualified F/S	Quarterly, within 45 days	YES	NO
Borrowing Base Cert., A/R & A/P Agings, Supporting Cash receipt documentation	Annually, within 180 days after FYE	YES	NO
Annual Business Plan (incl. operating budget)	Quarterly, within 45 days	YES	NO
Audit	Annually, within 60 days after FYE	YES	NO
	At any time when (i) the outstanding principal balance of the Advances has been greater than Five Million Dollars (\$5,000,000) at least once during a six (6) month period or (ii) an Event of Default has occurred and is continuing	YES	NO
If Public:			
10-Q	Quarterly, on day of SEC filing (45 days)	YES	NO
10-K	Annually, on day of SEC filing (90 days)	YES	NO
Total amount of Borrower's cash and investments	Amount: \$ _____	YES	NO
Total amount of Borrower's cash and investments maintained with Bank	Amount: \$ _____	YES	NO
Total amount of deposits in Excluded Deposit Accounts (foreign)	Amount: \$ _____	YES	NO
Total amount of deposits in Excluded Deposit Accounts (domestic)	Amount: \$ _____	YES	NO



**REPORTING COVENANTS**

	<u>DESCRIPTION</u>		<u>APPLICABLE</u>
Legal Action $\geq$ \$100,000 (Sect. 6.2(a)(iv))	Notify promptly upon notice	YES	NO
Inventory Disputes > \$100,000 (Sect. 6.3)	Notify promptly upon notice	YES	NO
Cross default with other agreements > \$100,000 (Sect. 8.7)	Notify promptly upon notice	YES	NO
Judgment $\geq$ \$100,000 (Sect. 8.9)	Notify promptly upon notice	YES	NO

**FINANCIAL COVENANTS****TO BE TESTED QUARTERLY, UNLESS OTHERWISE NOTED:**

	<u>REQUIRED</u>	<u>ACTUAL</u>		<u>COMPLIES</u>
Minimum Recurring Subscription Revenue	See Section 6.8	\$ _____	YES	NO

**OTHER COVENANTS**

	<u>REQUIRED</u>	<u>ACTUAL</u>		<u>COMPLIES</u>
Permitted Indebtedness for equipment leases	$\leq$ \$5,000,000	_____	YES	NO
Permitted Investments for stock repurchase	$\leq$ \$15,000,000	_____	YES	NO
Permitted Investments for subsidiaries	$\leq$ \$1,500,000/qtr.	_____	YES	NO
Permitted Investments for employee loans	$\leq$ \$50,000	_____	YES	NO
Deposit Accounts Outside of Bank	*	_____	YES	NO

\*  $\leq$  \$10,000,000 in the aggregate for foreign accounts

Please Enter Below Comments Regarding Violations:

The Officer further acknowledges that at any time Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no Credit Extensions will be made.

Very truly yours,

\_\_\_\_\_  
Authorized Signer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SEVENTH AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Seventh Amendment to Amended and Restated Loan and Security Agreement (this "Amendment") is entered into as of December 14, 2015, by and between COMERICA BANK ("Bank") and HUBSPOT, INC., a Delaware corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 4, 2012, as amended, modified, supplemented or extended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 30, 2013, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 23, 2013, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 21, 2014, that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of June 26, 2014, that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of September 12, 2014 and that certain Sixth Amendment to Amended and Restated Loan and Security Agreement dated as of March 2, 2015 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The following defined terms in Section 1.1 of the Agreement are hereby amended and restated in their entirety to read as follows:

"Ancillary Services Sublimit" means an aggregate sublimit for Ancillary Services under the Revolving Line not to exceed Six Million Dollars (\$6,000,000).

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, equipment lease, dividend, letter of credit or other obligation of another, including, without limitation, any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designed to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"Excluded Deposit Accounts" means foreign deposit accounts maintained by Borrower or Subsidiaries of Borrower that are identified on the Schedule or as to which Borrower has provided with prior written notice, so long as the US Dollar-equivalent value of the deposits in all such foreign accounts is at all times less than Twenty Million Dollars (\$20,000,000).

"Revolving Maturity Date" means March 20, 2017.

2. Subsection (e) of the definition of "Permitted Investment" set forth in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"(e) Investments by Borrower in Foreign Subsidiaries, in an aggregate amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) in any fiscal quarter, provided that the aggregate amount of Investments by Borrower in Foreign Subsidiaries shall not exceed Six Million Dollars (\$6,000,000) in any calendar year;"

3. Subsection (c) of the definition of "Permitted Liens" set forth in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"(c) Liens securing Permitted Indebtedness not to exceed Ten Million Dollars (\$10,000,000) in the aggregate at any time outstanding (i) upon or in any Equipment (other than Equipment financed by Bank) acquired or held by Borrower or any of its Subsidiaries to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such Equipment, or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such Equipment;"

4. Sections 2.5(a) and 2.5(b) of the Agreement are hereby amended and restated in their entirety to read as follows:

“(a) Facility Fee. On the earlier of (i) March 20, 2017 or (ii) the date on which this Agreement is terminated by Borrower or Bank, a facility fee equal to One Hundred Seventy-Five Thousand Dollars (\$175,000);

(b) Unused Facility Fee. A quarterly Unused Facility Fee equal to thirty-five hundredths of one percent (0.35%) per annum of the difference between the Revolving Line and the average outstanding principal balance of the Advances under the Revolving Line during the applicable quarter, which fee shall be payable in quarterly installments on the last day of each calendar quarter, or, in the case of the quarter in which the Revolving Maturity Date falls, on the Revolving Maturity Date, and shall be nonrefundable; and;”

5. Section 6.2(a)(ii) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(ii) annually, when the same are due in accordance with the requirements of the Securities and Exchange Commission, audited consolidated and consolidating financial statements of Borrower prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified (including no going concern comment or qualification) or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank;”

6. Section 6.2(e) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(e) Within thirty (30) days of each of June 30<sup>th</sup> and December 31<sup>st</sup> of each calendar year, Borrower shall deliver to Bank any updates to the schedules/exhibits/annexes containing an accounting of all equipment leased by Borrower from ePlus, Inc.”

7. Section 6.8(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Recurring Subscription Revenue. Measured quarterly on a trailing three (3) month basis, revenue derived from Subscription Contracts (excluding revenue derived from the sale of Services) of at least the following amounts as set forth in the table below for the corresponding measuring periods;

<u>Measuring Period Ending</u>	<u>Minimum Recurring Subscription Revenue</u>
September 30, 2015	\$ 27,971,000
December 31, 2015	\$ 30,046,000
March 31, 2016	\$ 40,000,000
June 30, 2016	\$ 45,000,000
September 30, 2016	\$ 50,000,000
December 31, 2016	\$ 55,000,000
March 31, 2017 and each quarter thereafter	\$ 60,000,000”

8. Section 7.6(d) of the Agreement hereby is amended and restated in its entirety to read as follows:

“(d) make equity grants and distribute equity securities to current and former employees, officers, consultants or directors or other authorized persons/entities pursuant to the terms of Borrower’s stock option, stock purchase or similar plans approved by Borrower’s Board of Directors.”

9. Exhibit D to the Agreement is hereby replaced with Exhibit D attached hereto.

10. Borrower is currently in default under (a) Section 6.11 of the Agreement due to Borrower’s failure to comply with the terms thereof in connection with Borrower’s formation/acquisition of (i) HubSpot Australia Pty Ltd. in April 2014, (ii) HubSpot Ireland IP Limited in December, 2014 and (iii) HubSpot Asia Pte. Ltd. in June, 2015 (collectively, the “New Subsidiaries”) and (b) Section 7.4 of the Agreement due to Borrower’s failure to obtain Bank’s prior written consent before permitting Performable to incur certain indebtedness not previously permitted under the Agreement (the “Existing Defaults”). Borrower hereby acknowledges and Bank hereby waives the Existing Defaults. In addition, Bank hereby agrees that notwithstanding anything in the Agreement to the contrary, Borrower shall not be required to pledge the Shares of the New Subsidiaries to Bank.

11. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank’s failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

12. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement as amended, restated or otherwise modified by agreement of the parties. The Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or

as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement. Borrower hereby further affirms its absolute and unconditional promise to pay to Bank the Advances, other Credit Extensions, and all other amounts due under the Letters of Credit and the other Loan Documents (including, without limitation, the Obligations), at the times and in the amounts provided for therein. Borrower confirms and agrees that the obligations of Borrower to Bank under the Agreement as supplemented hereby are secured by and entitled to the benefits of the Loan Documents. The parties agree that this Amendment shall be deemed to be one of the Loan Documents under the Agreement. Nothing in this Amendment shall constitute a satisfaction of any of Borrower's Obligations.

13. In order to induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

13.1 The representations and warranties contained in the Agreement and the other Loan Documents were true and correct in all material respects when made or deemed made, and, other than those representations that relate only to a specific earlier date, such representations and warranties continue to be true and correct in all material respects as of the date of this Amendment. For the avoidance of doubt, as of December 4, 2015, Borrower has the following Subsidiaries: HubSpot Ireland Ltd, HubSpot Ireland IP Limited, HubSpot Australia Pty Ltd. and HubSpot Asia Pte. Ltd.

13.2 Both before and immediately after giving effect to this Amendment, except as explicitly waived hereby, no Event of Default, or other event or circumstance that with the giving of notice or the passage of time could become an Event of Default, has occurred and is continuing.

13.3 The execution, delivery, and performance by Borrower of this Amendment and the other documents, instruments and agreements delivered or to be delivered to Bank in connection herewith (a) are within the corporate powers of Borrower and have been duly authorized by all necessary corporate action on the part of Borrower, (b) do not require any governmental or third party consents, except those which have been duly obtained and are in full force and effect, (c) do not and will not conflict with any requirement of law, Borrower's or Guarantor's articles or certificate of incorporation, bylaws, partnership agreement, operating agreement, minutes or resolutions, (d) after giving effect to this Amendment, do not result in any breach of or constitute a default under any agreement or instrument to which Borrower, Guarantor or any of their respective Subsidiaries is a party or by which Borrower, Guarantor or any of their properties are bound, and (e) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature upon any of the assets or properties of Borrower or Guarantor or any of their respective Subsidiaries, other than those in favor of Bank.

13.4 This Amendment and the other instruments and agreements delivered or to be delivered to Bank in connection herewith have been duly executed and delivered by Borrower and constitutes the legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent that (a) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, (b) enforcement may be subject to general principles of equity, and (c) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

13.5 Neither Borrower nor Guarantor has any right of offset, defense, counterclaim, dispute or disagreement of any kind or nature whatsoever with respect to any of its liabilities, obligations or indebtedness arising under or in connection with any Loan Document.

14. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower; and

(b) such other documents, instruments and certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

15. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[Remainder of Page Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

HUBSPOT, INC.

By: /s/John Kinzer  
Title: Chief Financial Officer

COMERICA BANK

By: /s/ illegible  
Title: SVP

*[Signature Page to Seventh Amendment to  
Amended and Restated Loan and Security Agreement]*

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EXHIBIT D

**COMPLIANCE CERTIFICATE**

**Please send all Required Reporting to:**

Comerica Bank  
Technology & Life Sciences Division  
Loan Analysis Department  
250 Lytton Avenue, 3rd Floor  
Palo Alto, CA 94301  
Phone: (650) 462-6060  
Fax: (650) 462-6061

**FROM: HUBSPOT, INC.**

The undersigned authorized Officer of HUBSPOT, INC. ("Borrower"), hereby certifies that in accordance with the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending \_\_\_\_\_ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.9(a), except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof; provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

<u>REPORTING COVENANTS</u>	<u>REQUIRED</u>	<u>COMPLIES</u>	
Company Prepared Quarterly F/S	Quarterly, within 30 days	YES	NO
Compliance Certificate	Quarterly, within 45 days	YES	NO
CPA Audited, Unqualified F/S	Annually, in accordance with SEC requirements	YES	NO
Borrowing Base Cert., A/R & A/P Agings, Supporting Cash receipt documentation	Quarterly, within 45 days	YES	NO
Annual Business Plan (incl. operating budget)	Annually, within 60 days after FYE	YES	NO
Audit	At any time when (i) the outstanding principal balance of the Advances has been greater than Five Million Dollars (\$5,000,000) at least once during a six (6) month period or (ii) an Event of Default has occurred and is continuing	YES	NO
If Public:			
10-Q	Quarterly, on day of SEC filing (45 days)	YES	NO
10-K	Annually, on day of SEC filing (90 days)	YES	NO
Total amount of Borrower's cash and investments	Amount: \$ _____	YES	NO
Total amount of Borrower's cash and investments maintained with Bank	Amount: \$ _____	YES	NO
Total amount of deposits in Excluded Deposit Accounts (foreign)	Amount: \$ _____	YES	NO
Total amount of deposits in Excluded Deposit Accounts (domestic)	Amount: \$ _____	YES	NO

**REPORTING COVENANTS**

	<b><u>DESCRIPTION</u></b>	<b><u>APPLICABLE</u></b>	
Legal Action ≥ \$100,000 (Sect. 6.2(a)(iv))	Notify promptly upon notice _____	YES	NO
Inventory Disputes > \$100,000 (Sect. 6.3)	Notify promptly upon notice _____	YES	NO
Cross default with other agreements > \$100,000 (Sect. 8.7)	Notify promptly upon notice _____	YES	NO
Judgment ≥ \$100,000 (Sect. 8.9)	Notify promptly upon notice _____	YES	NO

**FINANCIAL COVENANTS**

**TO BE TESTED QUARTERLY, UNLESS OTHERWISE NOTED:**

	<b><u>REQUIRED</u></b>	<b><u>ACTUAL</u></b>	<b><u>COMPLIES</u></b>	
Minimum Recurring Subscription Revenue	See Section 6.8	\$ _____	YES	NO

**OTHER COVENANTS**

	<b><u>REQUIRED</u></b>	<b><u>ACTUAL</u></b>	<b><u>COMPLIES</u></b>	
Permitted Indebtedness for equipment leases	≤ \$10,000,000	_____	YES	NO
Permitted Investments for stock repurchase	≤ \$15,000,000	_____	YES	NO
Permitted Investments for subsidiaries	≤ \$1,500,000/qtr.	_____	YES	NO
Permitted Investments for employee loans	≤ \$50,000	_____	YES	NO
Deposit Accounts Outside of Bank	*	_____	YES	NO

\* ≤ \$20,000,000 in the aggregate for foreign accounts

Please Enter Below Comments Regarding Violations:

The Officer further acknowledges that at any time Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no Credit Extensions will be made.

Very truly yours,

\_\_\_\_\_  
Authorized Signer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Subsidiaries of HubSpot, Inc.**

<b><u>Name of Subsidiary</u></b>	<b><u>Jurisdiction of Incorporation or Organization</u></b>
HubSpot Ireland Limited	Ireland
HubSpot Ireland IP Limited	Ireland
HubSpot Asia Pte, Ltd.	Singapore
HubSpot Australia Pty Ltd	Australia



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 333-199225 and 333-202532 on Form S-8 of our reports dated February 24, 2016, relating to the consolidated financial statements of HubSpot, Inc. and subsidiaries and the effectiveness of HubSpot Inc. and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of HubSpot, Inc. and subsidiaries for the year ended December 31, 2015.

/s/ Deloitte & Touche LLP

Boston, Massachusetts

February 24, 2016

**Certification of Chief Executive Officer**  
**Pursuant to**  
**Exchange Act Rules 13a-14(a) and 15d-14(a),**  
**As Adopted Pursuant to**  
**Section 302 of the Sarbanes-Oxley Act of 2002**

I, Brian Halligan, certify that:

1. I have reviewed this annual report on Form 10-K of HubSpot, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2016

/s/ Brian Halligan

\_\_\_\_\_  
Brian Halligan

Chief Executive Officer

(Principal Executive Officer)

**Certification of Chief Financial Officer**  
**Pursuant to**  
**Exchange Act Rules 13a-14(a) and 15d-14(a),**  
**As Adopted Pursuant to**  
**Section 302 of the Sarbanes-Oxley Act of 2002**

I, John Kinzer, certify that:

1. I have reviewed this annual report on Form 10-K of HubSpot, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2016

/s/ John Kinzer

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John Kinzer  
Chief Financial Officer  
(Principal Financial Officer)

**Certifications of Chief Executive Officer and Chief Financial Officer**  
**Pursuant to 18 U.S.C. Section 1350**  
**As Adopted Pursuant to**  
**Section 906 of the Sarbanes-Oxley Act of 2002**

I, Brian Halligan, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report on Form 10-K of HubSpot, Inc. for the period ended December 31, 2015 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of HubSpot, Inc.

/s/ Brian Halligan

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Brian Halligan  
Chief Executive Officer  
(Principal Executive Officer)  
February 24, 2016

I, John Kinzer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, the Annual Report on Form 10-K of HubSpot, Inc. for the period ended December 31, 2015 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents, in all material respects, the financial condition and results of operations of HubSpot, Inc.

/s/ John Kinzer

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John Kinzer  
Chief Financial Officer  
(Principal Financial Officer)  
February 24, 2016

*The foregoing certifications are not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), and are not to be incorporated by reference into any filing of HubSpot, Inc. under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing.*