SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Support.com, Inc.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

x **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended December 31, 2013

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from to

Commission File No. 000-30901

SUPPORT.COM, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**94-3282005**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
900 Chesapeake Drive, 2nd Floor, , Redwood City, CA	**94063**
(Address of Registrant's Principal Executive Offices)	(Zip Code)

Registrant's telephone number including area code: (650) 556-9440

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

Title of each class	Name of each exchange on which registered
Common Stock, $.0001 par value	The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: **NONE**

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

Indicate by check mark if 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 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 definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ❑	Accelerated filer ☑	Non-accelerated filer ❑ (Do not check if a smaller reporting company)	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 ☑

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 ❑

The aggregate market value of the registrant's common stock, $.0001 par value, held by non-affiliates of the registrant was approximately $203,620,353 based on the closing price of $4.57 per share as of June 30, 2013. Shares of common stock held by each executive officer, director, and stockholders known by the registrant to own 10% or more of the outstanding stock based on Schedule 13G filings and other information known to us, have been excluded since such persons may be deemed affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 28, 2014, there were 53,292,550 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III, Items 10 (as to directors, section 16(a) beneficial ownership and audit committee and audit committee financial expert), 11, 12 (as to beneficial ownership), 13 and 14 incorporate by reference information from the registrant's definitive proxy statement (the "Proxy Statement") to be mailed to stockholders in connection with the solicitations of proxies for its 2014 annual meeting of stockholders. Except as expressly incorporated by reference, the registrant's Proxy Statement shall not be deemed to be part of this report.

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FORWARD LOOKING STATEMENTS AND PRESENTATION OF FINANCIAL AND OTHER INFORMATION

This Annual Report on Form 10-K (the “Form 10-K”) contains forward-looking statements that involve risks and uncertainties. Please see the section entitled *“Risk Factors”* in Item 1A of this Report for important information to consider when evaluating these statements.

In this Form 10-K, unless the context indicates otherwise, the terms “we,” “us,” “Support.com,” “the Company” and “our” refer to Support.com, Inc., a Delaware corporation, and its subsidiaries. References to “$” are to United States dollars.

We have compiled the market size and growth data in this Form 10-K using statistics and other data obtained from several third-party sources. Some market and statistical data are also based on our good faith estimates, which are derived from our review of internal surveys, as well as the third-party sources referred to. This information may prove to be inaccurate because of the method by which the data is obtained or because this information cannot be verified with complete certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties. As a result, although we believe this information is reliable, we have not independently verified the third-party data and cannot guarantee the accuracy and completeness of this information.

Various amounts and percentages used in this Form 10-K have been rounded and, accordingly, they may not total 100%.

We own or otherwise have rights to the trademarks and trade names, including those mentioned in this Form 10-K, used in conjunction with the marketing and sale of our products.

PART I

ITEM 1. BUSINESS.

Overview

Support.com, Inc. is a leading provider of cloud-based services and software that enable technology support for a connected world. Our service programs help leading brands create new revenue streams and deepen customer relationships.

Our cloud-based Nexus® Service Platform (“Nexus Platform”) enables companies to resolve connected technology issues quickly, boost their support productivity, and dramatically improve their customer experience. We offer turnkey solutions including technology and labor and we also provide the Nexus Platform separately on a software-as-a-service (”SaaS”) basis. Support.com is the choice of leading communications providers, top retailers, and other important brands in software and connected technology.

We offer leading brands a broad array of technology services to meet the needs of their customers. Our service programs are designed for both the consumer and small business markets, and include computer and mobile device set-up, security and support, virus and malware removal, wireless network set-up, security and support, and home security and automation system onboarding and support. Our technology specialists deliver our services to customers online via remote control and by telephone, leveraging the Nexus Platform. Most of our technology specialists work from their homes rather than in brick and mortar facilities. We are compensated for our services on a per incident, per subscription or per productive hour basis.

The Nexus Platform enables companies to successfully deliver the full support lifecycle, including customer onboarding and enablement, as well as traditional technology issue resolution. The Nexus Platform includes a unified workspace for support agents that combines remote support, guided and automated workflow, chat, telephony, ticketing and order taking; real-time monitoring for supervisors; a desktop client and subscriber portal; a revenue module; and business analytics and reporting. The Nexus Platform revenue module includes marketing tools for recommending services, managing customer profiles, and messaging subscribers; commerce modules for Payment Card Industry (“PCI”) compliant payment processing; and entitlement modules for subscription management, service definitions, and software licensing. The Nexus Platform provides business analytics and reporting for program performance, marketing activities, subscription usage and attrition, service delivery quality, service level management and customer satisfaction. The Nexus Platform integrates with other systems via web services interfaces. We also offer end-user software products including tools and apps designed to address some of the most common technology issues including computer and mobile device maintenance, optimization and security.

We market our technology services primarily through partners, who resell the services to their customers or include them in their service offerings. The Nexus Platform is marketed separately from our technology service offerings through a variety of demand generation programs. We market our end-user software products directly, principally online, and through partners. Our sales and marketing efforts are primarily focused in North America.

Industry Background

Technology has become an essential feature of the modern home and office. Products such as personal computers, printers, tablets, smartphones, digital cameras, gaming devices, music players and servers have become ubiquitous. Each year, these products become more feature-rich, offering many new capabilities. Consumers and small businesses now depend on such technology for “must-have” information, communication and entertainment.

Technology has also become increasingly connected, with networks now commonplace in the home as well as the office, and with the “Internet of Things” adding a diverse array of sensors that monitor, track and automate the physical world. At the same time, technology has become increasingly mobile, with anytime, anywhere access to voice, data, video and applications becoming standard.

For consumers and small businesses, the complexity of the technology environment creates challenges in obtaining the benefits of the connected home and office. For customer support organizations it results in more difficult problems to solve including the need to support third-party products in addition to their own offerings. The Technology Services Industry Association ("TSIA"), in their 2013 Benchmark Survey of customer service executives, observed that product complexity has increased significantly over the past decade (65% of product support was considered highly complex in 2013 versus 42% in 2003), and that complexity is driven in part by costly multi-vendor support (24% of assisted support incidents now involve third-party products and these incidents take 45% longer to resolve).

While important on its own terms, technology support is also becoming increasingly critical to the overall customer experience, not just for technology products but for other products and services that depend on technology to deliver the customer experience. According to the Temkin Group, "Research shows that customer experience is highly correlated with loyalty." As a result, technology support solutions have begun to address the parts of the customer experience that are mediated by technology. In addition, the proliferation of smartphones in the home (70% of American adults with broadband at home own a smartphone according to a Pew Internet Research study published in August 2013) provides an opportunity for customer support organizations to fundamentally transform how interactive support is delivered by harnessing the multi-media capabilities of the smartphone.

Our Growth Strategy

Our objective is to become the leading provider of cloud-based services and software for technology support. We seek to be both the premier provider of turnkey support programs and the leading platform supplier for technology support organizations. From a financial perspective, our goals are to grow and diversify revenue and maintain and enhance profitability. Our strategies for achieving our goals include increasing SaaS revenue from our Nexus Platform, expanding existing service programs, launching new programs, improving service delivery efficiency, and executing on our product roadmap to provide full lifecycle support for the "Internet of Things":

- To increase SaaS revenue from our Nexus Platform, we expect to increase our sales and marketing activities in this market and enhance the Nexus Platform.
- To expand existing service programs, we plan to increase our focus on programs with significant potential for growth.
- To launch new service programs, we intend to pursue opportunities with leading communications, retail, technology and other partners.
- To improve service delivery efficiency, we intend to optimize operating processes, enhance the Nexus Platform and evolve our labor model.
- To execute on our product roadmap to provide full lifecycle support for the "Internet of Things", we plan to leverage the multi-media capabilities of smartphones to enable an enhanced support experience for an expanded array of connected devices while automatically capturing rich data about the connected home during support interactions.

We intend to execute our growth strategy organically and through acquisitions of complementary businesses, where appropriate.

Our Technology Service Programs

Support.com® technology services are distributed through partners, using the partner's brand, as one-time services ("incidents"), subscriptions and bundled components of broader offerings.

Our programs are based on the following core services:

Device Set-up and Enablement. We offer a variety of installation, set-up and enablement services. Our Set-up and Configuration services complete the basic setup and configuration steps for new computers, peripherals and mobile devices. We create new user accounts, configure automatic system updates, remove unnecessary trial software, connect devices to the cloud, find and install applications and synchronize data between devices. Our Protection and Performance services install, update and configure anti-malware software and operating system settings to enhance digital security and can also install and configure parental controls and create user profiles that restrict Internet and application access. Our Tune-Up services enhance the performance of devices through optimization of key systems settings for faster startup and shutdown, loading of programs and Internet browsing as well as increased available memory and storage space. These services cover a wide variety of devices regardless of manufacturer. Our smartphone and tablet enablement services include configuring mobile devices for wireless network ("WiFi") access, setting up email, and educating customers on how to browse the Internet and install apps.

Device Repair. Our Repair services assist consumers with a wide range of technology problems. We identify, diagnose and repair technical problems, including issues associated with viruses, spyware, and other forms of malware, connectivity issues, and issues with software applications.

Network Services. Our Network services set up, secure and repair problems with wireless networks. We configure, connect and establish secure connections between computers, the wireless network and supported devices. In addition, we diagnose and repair problems customers have with existing wireless networks.

Home Security and Automation System Onboarding and Enablement. For home security and automation systems, we plan to offer a complete range of services to help customers setup, configure and use new systems including helping consumers personalize system settings to meet specific lifestyle needs.

Small Business Services. In addition to the remote support services available for consumers, we also provide server and network monitoring and management, cloud services such as hosted email and virtual desktops, and business-class data backup and disaster recovery.

Onsite Services. While the vast majority of our services are delivered remotely, we provide services at the customer's home or business when necessary. We provide these services through partnerships with networks of field service technicians. We provide continuity between remote and onsite services through integration of our Nexus Platform with platforms used by these field service networks.

Online Data Backup with Cloud Data Access Our Online Data Backup offering provides continuous backup to the cloud for documents, pictures, video and other key personal or business data. Once in the cloud, customers can access that data from any other web-connected computer or from over 800 mobile devices including standard mobile phones, smartphones and tablets. Our offering includes licensed software that provides the ability to share and stream data to social or business networks in real-time from any of these web-connected devices.

We deliver our services through technology specialists leveraging our proprietary Nexus Platform. Most technology specialists work from their homes rather than in brick and mortar facilities. Our technology specialists are recruited, tested, hired and trained on a virtual basis using proprietary methods and remote technology. We also utilize contract labor in our service programs. We strive to continually enhance service delivery through evolution of our labor model, process improvement using Six Sigma methodologies and enhancement of our Nexus Platform.

Our Nexus® Service Platform

The cloud-based Nexus Service Platform enables companies to successfully deliver the full support lifecycle, including customer onboarding and ongoing enablement, as well as traditional technology issue resolution, providingsignificant levels of automation and analytics that improve customer experience and operational performance. Based on insights from supporting nearly twenty million consumers and small businesses with connected technology, the Nexus Platform's patented architecture is designed for remotely supporting a wide range of devices, consistently solving problems using proprietary automated workflow while capturing rich data for service delivery optimization. The Nexus Platform's flexible architecture means that companies can take advantage of additional functionality as their business requirements change, and can add in additional analytics, marketing and subscription management, and additional apps to resolve issues. Key features include:

Remote Support. Support.com's patented remote control technology provides technology support organizations the ability to securely connect with and take full remote control of Windows PC and Macintosh computers, and remotely diagnose and configure Android smartphones and tablets.

Automated Workflow. Patent-pending workflow automation that codifies the best practices of the support organization's highest-performing technicians and ensures compliance with standard operating procedures. Automated workflow goes beyond knowledge articles and decision trees, and automates time-consuming, multi-step activities in ways that lead to effective and consistent problem resolution and satisfied customers.

Data and Analytics. The Nexus Platform's data architecture brings Big Data to technology support, and includes built-in analytic capabilities, capturing business insights from rich data captured during service delivery and enabling organizations to track program performance and identify potential issues and inefficiencies.

Nexus Revenue. This module enables companies to quickly launchpremium technology support programs that create new revenue streams and deepen customer relationships. Nexus Revenue enables a fully branded service experience including custom service delivery SKUs, ecommerce transactions, and subscription management.

*Mobile, desktop, and networking apps for end users*including EasySupport, which allows consumers to easily access*continued* service with on-demand or scheduled system health scans and enjoy one-click connection to remote support when issues arise, and Health Check, which performs comprehensive system health scans and provides personalized service recommendations to tech support agents and consumers.

All-in-one cloud platform. The Nexus Platform is a cloud-based system, designed from the ground up for technology support in mission-critical environments. The Nexus Platform assembles a broad set of capabilities in one integrated system, enabling customers to avoid integrating systems from multiple vendors including customer relationship management ("CRM"), remote support and subscription billing. Alternatively, customers can benefit from specific capabilities integrated on top of their existing business systems.

Web Services Interfaces that enable a tightly integrated partner ecosystem, with pre-built integrations to key technology partners for *onsite* and depot services, small business cloud services, warranty offerings and online backup. Web services interfaces are also included for real-time integration to existing systems such as e-commerce, billing, CRM, point-of-sale and others.

Our End-User Software Products

Our end-user software products are designed to maintain, optimize and secure computers and mobile devices. Certain software products are licensed on a perpetual basis while others are offered on a subscription basis.

Our principal software products include products designed for:

Malware Protection and Removal. Our SUPERAntiSpyware® software includes our advanced anti-malware technology that protects PCs against spyware, adware, Trojans, dialers, worms, keyloggers, hijackers, parasites, rootkits, rogue security products and many other types of threats and malware. It also includes a real-time engine that detects and removes malware present on a PC. It is designed to work in conjunction with other computer security products such as anti-virus software.

PC Maintenance and Optimization. Our Cosmos® software is designed to maintain and optimize the performance of PCs. Cosmos includes modules designed for hard drive maintenance, memory optimization, data security, privacy protection, system cleaning, registry repair, file recovery, startup management, and other common maintenance and optimization tasks. Cosmos also runs on Windows® 8-based tablet computers.

PC Registry Cleaning and Repair. Our ARO® software is designed to improve PC performance. ARO repairs errors in the registry database of Windows-based computers and removes unnecessary files. ARO also performs a baseline security scan to confirm the PC has up-to-date security software.

Smartphone / Tablet Maintenance and Optimization. Our Cosmos for Smartphones and Tablets software is designed to maintain and optimize the performance of Android™ devices. Cosmos for Smartphones and Tablets includes modules for scanning privacy settings, optimizing battery performance, managing files and applications, and other common maintenance and optimization tasks.

Sales and Marketing

Services. We sell our services principally through partners. Our partners include leading communication providers, retailers, technology companies and others.

Our partnerships typically begin with a pilot phase and, if successful, progress to broader roll-outs. Programs for partners can take several months to more than a year to progress from a pilot stage to a broader roll-out. We typically wholesale services to our partners on a per-incident, per-subscription or per-productive hour basis and our partners resell the services to consumers and small businesses at prices our partners determine. In these partnerships, the services are generally sold under the partner's brand. In addition to service delivery, in certain cases, we sell the services on our partners' behalf (and receive commissions for such activity).

We acquire partners through our business development organization, and support partners through our program management organization. We organize our program management organization along industry lines.

Nexus Service Platform. We license our technology platform separately from services provided by our technology specialists. In such an arrangement, a customer receives a right to use our platform in their own technology support organization. We license the Nexus Platform using a SaaS model under which customers pay us on a per-user per- month basis for the term of the contract, which we anticipate to be at least one year. In connection with the Nexus Platform, we also provide implementation services to customers, typically covering integration of our platform to other customer systems. We charge for these services on a time and materials basis or as part of fixed fee packages.

We acquire Nexus Platform license customers through our business development organization. We expect to grow the sales and marketing investment devoted to Nexus Platform during 2014.

End-User Software Products. We license our end-user software products directly to customers and through partners. To date, a majority of our end-user software revenue has come through direct sales to customers. Online advertising allows customers to click-through to our software offerings where they can order and download our products on demand. During the second half of 2013, we reviewed the performance of advertising programs for our end-user software products and decided to discontinue our largest advertising placements for such products because they no longer yielded positive results. We continue to market our end-user software products through other advertising placements which yield positive results. We also offer our end-user software products through some of our partners who rebrand and distribute such products to their customers. These partners typically pay us on a per-user per-month basis for each product licensed.

In addition to fully-featured software products available for a license fee, a substantial percentage of our end-user software revenue arises from customers who download free-trial versions of our software or free versions of our software with limited functionality before making a purchase decision.

Research and Development

Technology is at the core of our business model and a direct source of revenue and growth in our SaaS business, and as a result our investment in research and development is substantial. We believe our continuing investment in research and development creates significant competitive advantage in the quality and cost of our service offerings, in our ability to meet the rigorous requirements of partners and customers, and in the new capabilities we introduce. We maintain dedicated research and development teams in Redwood City, California; Bangalore, India; and Eugene, Oregon. Research and development expense was $5.7 million in 2013, $6.8 million in 2012, and $6.1 million in 2011.

We have developed, currently maintain, and continue to improve proprietary, market-leading technologies that are essential to our business. Our technologies are architected to be cloud-based. We focus our investment in research and development across the following major areas: SaaS platform technologies, technology support agent applications, revenue-generating features (including modules for marketing, commerce and entitlement), business analytics and reporting, web services interfaces and end-user software products.

The Nexus Platform is a multi-tenant platform, enabling a model where partners are not required to deploy infrastructure for our software.

Our Nexus Platform incorporates CRM, ticketing, ordering, methods of payment, remote support technology, and telephony into one ergonomic and efficient application for tech support agents. This application leverages our patented technology to enable many technically challenging and valuable aspects of remote services via the cloud and across firewalls, proxies and other network boundaries. Our Nexus Platform also includes patent-pending automated workflow technology that codifies best practices, and automates time-consuming, multi-step activities to consistently solve problems more efficiently.

For business analytics and reporting, we build and maintain a data warehouse that securely aggregates and restructures data from all of our applications to create a comprehensive view of the service delivery lifecycle. This rich data set provides visibility into sales conversion effectiveness, service delivery efficiency, service level performance, subscription utilization, partner program performance and many other aspects of running and optimizing our business. Our partners also receive reports and analytic information from the warehouse for their programs on a regular basis via secure data feeds, or access reports via an online reporting portal.

Nexus web services interfaces enable integration with on-site and depot services, small business cloud services, e-commerce, billing, CRM, point-of-sale and others.

For end-user software products, we build and enhance the ARO, Cosmos, Cosmos for Smartphones and Tablets, SUPERAntiSpyware and other products described under “Our End-User Software Products” as well as new software products currently under development.

Intellectual Property

We own the registered trademarks SUPPORT.COM®, PERSONAL TECHNOLOGY EXPERTS®, BUSINESS TECHNOLOGY EXPERTS® and NEXUS® in the United States for specified support services and software, and we have registrations and common law rights for several related trademarks in the U.S. and certain other countries. We own the domain name support.com and other domain names. We have exclusive rights to our proprietary services technology, and our end user software products. We also have non-exclusive rights to distribute certain other software products.

We own three U.S. patents related to our business and have a number of pending patent applications covering certain advanced technology. Our issued patents include U.S. Patent No. 8,020,190 (“Enhanced Browser Security”), U.S. Patent No. 6,754,707 (“Secure Computer Support System”) and U.S. Patent No. 6,167,358 (“System and Method for Remotely Monitoring a Plurality of Computer-Based Systems”). We do not know if our current patent applications or any future patent application will result in a patent being issued with the scope of the claims we seek, if at all. Also, we do not know whether any patents we have or may receive will be challenged or invalidated. It is difficult to monitor unauthorized use of technology, particularly in foreign countries where the laws may not protect our proprietary rights as fully as they do in the United States, and our competitors may develop technology that competes with ours but nevertheless does not infringe our intellectual property rights.

We rely on a combination of copyright, trade secret, trademark and contractual protection to establish and protect our proprietary rights that are not protected by patents. We also enter into confidentiality agreements with our employees and consultants involved in product development. We generally require our employees, customers and potential business partners to enter into confidentiality agreements before we will disclose any sensitive aspects of our business. Also, we generally require employees and contractors to agree to assign and surrender to us any proprietary information, inventions or other intellectual property they generate while working for us in the scope of employment. These precautions, and our efforts to register and protect our intellectual property, may not prevent misappropriation or infringement of our intellectual property.

Competition

We are active in markets that are highly competitive and subject to rapid change. Although we do not believe there is one principal competitor for all aspects of our offerings, we do compete with a number of other vendors.

With respect to partnerships for our services, our competitors include privately-held companies focused on premium technology services, providers of electronics warranties, contact centers focused on technical support and other companies who offer technical support through partners. We believe the principal competitive factors in our services market include: breadth and depth of service offerings; quality of the customer experience; proprietary technology; time to market; pricing; account management; vendor reputation; scale; and financial resources.

With respect to licenses of our Nexus Platform, our competitors include companies focused on service desk, remote support and IT process automation. We believe the principal competitive factors in our platform license market include breadth and depth of functionality; ease of implementation; performance; scalability; pricing; vendor reputation; financial resources; and customer support.

In the market for our end-user software products, we face direct competition from suppliers of software products who perform the same or similar functions as our products. We also face indirect or potential competition from application providers, operating system providers, network equipment manufacturers, and other original equipment manufacturers (“OEMs”) who may provide various solutions and functions in their products, and from individuals and groups who offer “free” and open source utilities online. We believe that the principal competitive factors in the market for our end-user software products include: product features and ease of use; price; convenience of purchase; brand recognition; reputation; financial resources; and customer support.

The competitors in our markets for services and software can have some or all of the following competitive advantages: longer operating histories, greater economies of scale, greater financial resources, greater engineering and technical resources, greater sales and marketing resources, stronger strategic alliances and distribution channels, larger user bases, products with different functions and feature sets and greater brand recognition than we have. We expect new competitors to continue to enter the markets in which we operate.

For additional information related to competition, see Item 1A, Risk Factors.

Environmental Regulation

The majority of our employees works from their own homes and use our technology platform to deliver services from remote locations. We believe that on a per-employee basis, our operations contribute significantly to efforts to reduce pollutants by eliminating fossil fuel-based commutes for the majority of our workers. In addition, the nature of our remote service delivery also helps many customers avoid onsite services, resulting in additional reduction in pollutants caused by automobile transportation for such services. Finally, our principal delivery method for our end-user software products is by electronic download, which produces no packaging-related waste, and eliminates the need for production of physical media and transportation except for a small percentage of consumers who affirmatively request and pay for delivery of products by CD. We are not aware at this time of any material effects that compliance with Federal, State and local provisions which have been enacted or adopted regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, may have on our business. Our assessment could change if and when any new regulations of such sort are enacted or adopted.

Employees

As of December 31, 2013, we had 1,344 employees, of whom 1,179 were work-from-home agents and 165 were corporate employees. In addition to our work-from-home employees, we also use contract labor. None of our employees are covered by collective bargaining agreements.

Securities and Exchange Commission ("SEC") Filings and Other Available Information

We were incorporated in Delaware in December 1997. We file reports with the SEC, including without limitation annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"). The public may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at (202) 551-8090. In addition, we are an electronic filer. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the SEC at the website address located at www.sec.gov.

Our telephone number is 650-556-9440 and our website address is www.support.com. The information contained on our website does not form any part of this Annual Report on Form 10-K. However, we make available, free of charge through our website, our annual reports on Form 10-K, our quarterly reports on Form 10-Q and our current reports on Form 8-K filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after we electronically file this material with, or furnish it to, the SEC. In addition, we also make available on http://www.support.com/about/investor-relations/corporategovernance our Code of Ethics and Business Conduct for Employees, Officers and Directors. This Code is also available in print without charge to any person who requests it by writing to:

Support.com, Inc.
Investor Relations
900 Chesapeake Drive, 2nd Floor
Redwood City, CA 94063

ITEM 1A. RISK FACTORS.

This report contains forward-looking statements regarding our business and expected future performance as well as assumptions underlying or relating to such statements of expectation, all of which are "forward looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. We are subject to many risks and uncertainties that may materially affect our business and future performance and cause those forward-looking statements to be inaccurate. Words such as "expects," "anticipates," "intends," "plans," "believes," "forecasts," "estimates," "seeks," "may result in," "focused on," "continue to," and similar expressions often identify forward-looking statements. In this report, forward-looking statements include, without limitation, statements regarding the following:

- Our expectations and beliefs regarding future financial results;
- Our expectations regarding partners, renewal of contracts with these partners and the anticipated timing and magnitude of revenue from programs with these partners;
- Our ability to successfully license, implement and support our Nexus Platform independent of our services;
- Our expectations regarding sales of our end-user software products, and our ability to source, develop and distribute enhanced versions of these products;
- Our ability to successfully monetize customers who receive free versions of our end-user software products;
- Our ability to expand and diversify our customer base;
- Our ability to execute effectively in the small business market;
- Our ability to offer subscriptions to our services in a profitable manner;
- Our expectations regarding our ability to deliver technology services efficiently and through arrangements that are profitable, including both in SKU-based and time-based pricing models and other pricing models we may employ;

- Our ability to attract and retain qualified management and employees;
- Our ability to hire, train, manage and retain technology specialists in a home-based model in quantities sufficient to meet forecast requirements, and our ability to continue to enhance the flexibility of our staffing model;
- Our ability to match staffing levels with service volume in a cost-effective manner;
- Our ability to manage contract labor as a component of our workforce;
- Our ability to operate successfully in a time-based billing model;
- Our ability to adapt to changes in the market for premium technology services;
- Our ability to manage sales costs in programs where we are responsible for sales;
- Our ability to successfully manage advertising costs associated with our end-user software products;
- Our beliefs and expectations regarding the introduction of new services and products, including additional software products and service offerings for devices beyond computers and routers;
- Our expectations regarding revenues, cash flows and expenses, including cost of revenue, sales and marketing, research and development efforts, and administrative expenses;
- Our assessment of seasonality, mix of revenue, and other trends for our business and the business of our partners;
- Our ability to deliver projected levels of profitability;
- Our expectations regarding the costs and other effects of acquisition and disposition transactions;
- Our expectations regarding unit volumes, pricing and other factors in the market for computers and other technology devices, and the effects of such factors on our business;
- Our ability to successfully operate in markets that are subject to extensive regulation;
- Our expectations regarding the results of pending, threatened or future litigation;
- The assumptions underlying our Critical Accounting Policies and Estimates, including our assumptions regarding revenue recognition; assumptions used to estimate the fair value of share-based compensation; assumptions regarding the impairment of goodwill and intangible assets; and expected accounting for income taxes; and
- The expected effects of the adoption of new accounting standards.

An investment in our stock involves risk, and we caution investors that forward-looking statements are only predictions based on our current expectations about future events and are not guarantees of future performance. We encourage you to read carefully all information provided in this report and in our other filings with the SEC before deciding to invest in our stock or to maintain or change your investment. Forward-looking statements are based on information as of the filing date of this report, and we undertake no obligation to publicly revise or update any forward-looking statement for any reason.

Because forward-looking statements involve risks and uncertainties, there are important factors that may cause actual results to differ materially from our stated expectations. A number of these factors are described below; provided, however that this list does not include all risks that could affect our business. If these or any other risks or uncertainties materialize, or if our underlying assumptions prove to be inaccurate, actual results could differ materially from past results and from our expected future results.

Until recently, our business has not been profitable and may not achieve profitability in future periods.

Through the fourth quarter of 2013, we delivered six consecutive quarters of profitability. Since then we have sustained significant changes in our largest partner program that materially affect our revenue and margins. We intend to make significant investments in support of our business, and expect to experience periods of losses in the future notwithstanding our efforts to maintain profitability. If we fail to achieve revenue growth as a result of our additional investments and efforts, or if such revenue growth does not result in our maintaining profitability, the market price of our common stock will likely decline. A period of losses would result in usage of cash to fund our operating activities and a corresponding reduction in our cash balance.

Our business is based on a relatively new and evolving business model.

We are executing a plan to grow our business by providing premium technology services, licensing our Nexus Platform and providing end-user software products. We may not be able to offer these services and software products successfully. Our technology specialists are generally home-based, which requires a high degree of coordination and quality control of employees working from diverse and remote locations. Until recently, we have experienced financial losses in our business and we may use cash and incur losses in the future to support our growth initiatives. Our investments, which typically are made in advance of revenue, may not yield increased revenue to offset these expenses. As a result of these factors, the future revenue and income potential of our business is uncertain. Any evaluation of our business and our prospects must be considered in light of these factors and the risks and uncertainties often encountered by companies in our early stage of development. Some of these risks and uncertainties relate to our ability to do the following:

- Maintain our current relationships and programs, and develop new relationships, with partners and licensees of our Nexus Platform on acceptable terms or at all;
- Reach prospective customers for our end-user software in a cost-effective fashion;
- Reduce our dependence on a limited number of partners for a substantial majority of our revenue;
- Successfully license our Nexus Platform;
- Attract and retain qualified management and employees;
- Hire, train, manage and retain our home-based technology specialists and enhance the flexibility of our staffing model in a cost-effective fashion and in quantities sufficient to meet forecast requirements;
- Manage substantial headcount changes over short periods of time;
- Manage contract labor efficiently and effectively;
- Meet revenue targets;
- Maintain gross and operating margins;
- Match staffing levels with demand for services and forecast requirements;
- Obtain bonuses and avoid penalties in contractual arrangements;
- Operate successfully in a time-based pricing model;
- Operate effectively in the small business market;
- Offer subscriptions to our services in a profitable manner;
- Successfully introduce new, and adapt our existing, services and products for consumers and small businesses;
- Respond effectively to changes in the market for premium technology services;
- Respond effectively to changes in the online advertising markets in which we participate;
- Respond effectively to competition;
- Respond to changes in macroeconomic conditions as they affect our and our partners' operations;
- Realize benefits of any acquisitions we make;
- Adapt to changes in the markets we serve, including the decline in sales of personal computers, the proliferation of tablets and other mobile devices and the introduction of new devices into the connected home;
- Adapt to changes in our industry, including consolidation;
- Respond to government regulations relating to our current and future business;
- Manage and respond to present, threatened, and future litigation; and
- Manage our expanding operations and implement and improve our operational, financial and management controls.

If we are unable to address these risks, our business, results of operations and prospects could suffer.

Our quarterly results have in the past, and may in the future, fluctuate significantly.

Our quarterly revenue and operating results have in the past and may in the future fluctuate from quarter to quarter. As a result, we believe that quarter-to-quarter and year-to-year comparisons of our revenue and operating results may not be accurate indicators of future performance.

Several factors that have contributed or may in the future contribute to fluctuations in our operating results include:

- Demand for our services and products;
- The performance of our partners;
- Change in or discontinuance of our principal programs with partners;
- Our reliance on a small number of partners for a substantial majority of our revenue;
- Instability or decline in the global macroeconomic climate and its effect on our and our partners' operations;
- Our ability to successfully license our Nexus Platform;
- The availability and cost-effectiveness of advertising placements for our software products and our ability to respond to changes in the online advertising markets in which we participate;
- Our ability to serve the small business market;
- Our ability to attract and retain qualified management and employees;
- The efficiency of our technology specialists;
- Our ability to effectively match staffing levels with service volumes on a cost-effective basis;
- Our ability to manage contract labor;
- Our ability to hire, train, manage and retain our home-based technology specialists and enhance the flexibility of our staffing model in a cost-effective fashion and in quantities sufficient to meet forecast requirements;
- Our ability to manage substantial headcount changes over short periods of time;
- Our ability to manage sales costs in programs where we are responsible for sales;
- Our ability to operate successfully in a time-based pricing model;
- Our ability to attract and retain partners;
- The price and mix of products and services we or our competitors offer;
- Pricing levels and structures in the market for premium technology services;
- Our ability to successfully monetize customers who receive free versions of our software;
- Usage rates on the subscriptions we offer;
- The rate of expansion of our offerings and our investments therein;
- Changes in the markets for computers and other technology devices relating to unit volume, pricing and other factors, including changes driven by declines in sales of personal computers and the growing popularity of tablets, and other mobile devices and the introduction of new devices into the connected home;
- Our ability to adapt to our customers' needs in a market space defined by frequent technological change;
- The amount and timing of operating costs and capital expenditures in our business;
- Diversion of management's attention from other business concerns and disruption of our ongoing business activities as a result of acquisitions or divestitures by us;
- Costs related to the defense and settlement of litigation which can also have an additional adverse impact on us because of negative publicity, diversion of management resources and other factors;
- Potential losses on investments, or other losses from financial instruments we may hold that are exposed to market risk; and
- The exercise of judgment by our management in making accounting decisions in accordance with our accounting policies.

Our inability to meet future financial performance targets that we announce or that are published by research analysts could cause the market price of our common stock to decline.

From time to time, we provide guidance related to our future financial performance. In addition, financial analysts may publish their own expectations of our future financial performance. Because our quarterly revenue and our operating results fluctuate and are difficult to predict, future financial performance is difficult to predict. We have in the past failed to meet our guidance for a particular period or analyst expectations for our guidance for future periods and our stock price has declined. Generally, the market prices of technology companies have been extremely volatile. Stock prices of many technology companies have often fluctuated in a manner unrelated or disproportionate to the operating performance of such companies. In the past, following periods of market volatility, stockholders have often initiated securities class action litigation relating to the stock trading and price volatility of the technology company in question. Any securities litigation we may become involved in could result in our incurring substantial defense costs and diverting resources and the attention of management from our business.

Because a small number of partners have historically accounted for, and for the foreseeable future will account for, the substantial majority of our revenue, under-performance of specific programs or loss of certain partners or programs could decrease our revenue substantially.

For the fourth quarter of 2013, Comcast (67%) accounted for 10% or more of our total revenues. Had the Office Depot and OfficeMax merger been effective throughout the fourth quarter of 2013, the combined entity would have accounted for 15% of our total revenue. For the year ended December 31, 2013, Comcast (53%) accounted for 10% or more of our total revenues. Had the Office Depot and OfficeMax merger been effective throughout the year ended December 31, 2013, the combined entity would have accounted for 18% of our total revenue. The loss of these or other significant relationships, the worsening of the terms or terminations of our arrangements with any of these firms, the reduction or discontinuance of programs with any of these firms, or the failure of any of these firms to achieve their targets could adversely affect our business. Generally, the agreements with our partners do not require them to conduct any minimum amount of business with us, and therefore they have decided in the past and could decide at any time in the future to reduce or eliminate their programs or the use of our services in such programs. They may also enter into multi-sourcing arrangements with other vendors for services previously provided exclusively by us. Further, we may not successfully obtain new partners or customers. There is also the risk that, once established, our programs with these and other partners may take longer than we expect to produce revenue or may not produce revenue at all, and the revenue produced may not be profitable if the costs of performing under the program are greater than anticipated or the program terminates before up-front investments can be recouped. One or more of our key partners may also choose not to renew their relationship with us, discontinue certain programs (as recently occurred at Comcast), offer them only on a limited basis or devote insufficient time and attention to promoting them to their customers. Some of our key partners may prefer not to work with us if we also partner with their competitors. If any of these key partners merge with one of their competitors (as recently occurred at Office Depot and OfficeMax), all of these risks could be exacerbated.

Each of these risks could reduce our sales and have a material adverse effect on our operating results. Further risks associated with the loss or decline in a significant partner are detailed in “Our failure to establish and expand successful partnerships to sell our services and products would harm our operating results” below.

Our failure to establish and expand successful partnerships to sell our services and products would harm our operating results.

Our current business model requires us to establish and maintain relationships with partners who market and sell our services and products. Failure to establish or maintain such relationships could materially and adversely affect the success of our business. We sell to numerous customers through each of these partners, and therefore a delay in the launch or rollout of our services or the reduction or discontinuance of a program with even one of these partners could cause us to miss revenue or other financial targets. The process of establishing a relationship with a partner can be complex and time consuming, and we must pass multiple levels of review in order to be selected. If we are unable to establish a sufficient number of new partners on a timely basis our sales will suffer.

Our Nexus Platform license offering is in its early stages and failure to market, sell and develop the offering effectively and competitively could result in a lack of growth.

A number of competitive offerings exist in the market, providing various feature sets that may overlap with our Nexus Platform today or in the future. Some competitors in this market far exceed our spending on sales and marketing activities and benefit from greater existing brand awareness, channel relationships and existing customer relationships. We may not be able to reach the market effectively and adequately or convey our differentiation as needed to grow our customer base. To reach our target market effectively, we may be required to invest substantial resources in sales and marketing and research and development activities, which could have a material adverse effect on our financial results. In addition, if we fail to develop and maintain competitive features, deliver high-quality products and satisfy existing customers, our Nexus Platform license offering could fail to grow. Growth in Nexus Platform license revenue also depends on scaling our multi-tenant technology platform flexibly and cost-effectively to meet changing customer demand. Disruptions in infrastructure operations as described below could impair our ability to deliver our Nexus Platform to customers, thereby affecting our reputation with existing and prospective customers and possibly resulting in monetary penalties or financial losses.

Our end-user software revenues are dependent on online traffic patterns and the availability and cost of online advertising in certain key placements.

Some of our software revenue stream is obtained through advertising placements in certain key online media placements. From time to time a trend or a change in a key advertising placement will impact us, decreasing traffic or significantly increasing the cost or effectiveness of online advertising and therefore compromising our ability to purchase a desired volume and placement of advertisements at profitable rates. If such a change were to continue to occur, as it did in 2013 and on several occasions in the past, we may be unable to attract desired amounts of traffic, our costs for advertising may further increase beyond our forecasts and our software revenues may further decrease. As a result, our operating results would be negatively impacted.

Our business depends on our ability to attract and retain talented employees.

Our business is based on successfully attracting and retaining talented employees. The market for highly skilled workers and leaders in our industry is extremely competitive. If we are not successful in our recruiting efforts, or if we are unable to retain key employees, our ability to develop and deliver successful products and services may be adversely affected. Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving key employees could hinder our strategic planning and execution. In February 2014, Josh Pickus submitted his written resignation as President and Chief Executive Officer effective April 1, 2014. Our ability to execute our business strategies and retain key executives may be adversely affected by uncertainty associated with the transition to a successor Chief Executive Officer.

If we fail to attract, train and manage our technology specialists in a manner that meets forecast requirements and provides an adequate level of support for our customers, our reputation and financial performance could be harmed.

Our business depends in part on our ability to attract, manage and retain our technology specialists and other support personnel. If we are unable to attract, train and manage in a cost-effective manner adequate numbers of competent technology specialists and other support personnel to be available as service volumes vary, particularly as we seek to expand the breadth and flexibility of our staffing model, our service levels could decline, which could harm our reputation, result in financial losses under contract terms, cause us to lose customers and partners, and otherwise adversely affect our financial performance. Our ability to meet our need for support personnel while controlling our labor costs is subject to numerous external factors, including the availability of a sufficient number of qualified persons in the workforce, unemployment levels, prevailing wage rates, changing demographics, health and other insurance costs and the cost of compliance with labor and wage laws and regulations. In the case of programs with time-based pricing models, the impact of failing to attract, train and manage such personnel could directly and adversely affect our revenue and profitability. Although our service delivery and communications infrastructure enables us to monitor and manage technology specialists remotely, because they are typically home-based and geographically dispersed we could experience difficulties meeting services levels and effectively managing the costs, performance and compliance of these technology specialists and other support personnel. Any problems we encounter in effectively attracting, managing and retaining our technology specialists and other support personnel could seriously jeopardize our service delivery operations and our financial results.

Changes in the market for computers and other consumer electronics and in the premium technology services market could adversely affect our business.

Reductions in unit volumes of sales for computers and other devices we support, or in the prices of such equipment, could adversely affect our business. We offer both services that are attached to the sales of new computers and other devices, and services designed to fix existing computers and other devices. Declines in the unit volumes sold of these devices or declines in the pricing of such devices could adversely affect demand for our services or our revenue mix, either of which would harm our operating results. Further, we do not support all types of computers and devices, meaning that we must select and focus on certain operating systems and technology standards for computers, tablets, smart phones, and other devices. We may not be successful in supporting new devices in the connected home, and consumers and small businesses may prefer equipment we do not support, which may decrease the market for our services and products if customers migrate away from platforms we support. In addition, the structures and pricing models for programs in the premium technology services market may change in ways that reduce our revenues and our margins.

Our failure to effectively manage third-party service providers would harm our operating results.

We enter into relationships with third parties to provide certain elements of our service offerings. We may be less able to manage the quality of services provided by third-party service providers as directly as we would our own employees. In addition, providing these services may be more costly. We also face the risk that disruptions or delays in the communications and information technology infrastructure of these third parties could cause lengthy interruptions in the availability of our services. Any of these risks could harm our operating results.

Disruptions in our information technology and service delivery infrastructure and operations, including interruptions or delays in service from third-party web hosting providers, could impair the delivery of our services and harm our business.

We depend on the continuing operation of our information technology and communication systems and those of our third-party service providers. Any damage to or failure of those systems could result in interruptions in our service, which could reduce our revenues and damage our reputation. The technology we use to serve partners and the Nexus platform we license are hosted at a third-party facility located in the United States, and we use a separate, independent third-party facility in the United States for emergency back-up and failover services in support of the hosted site. These two facilities are operated by unrelated publicly held companies specializing in operating such facilities, and we do not control the operation of these facilities. These facilities may experience unplanned outages and other technical difficulties in the future, and are vulnerable to damage or interruption from fires, floods, earthquakes, telecommunications and connectivity failures, power failures, and similar events. These facilities are also subject to risks from vandalism, break-ins, intrusion, and other malicious attacks. Despite substantial precautions taken, such as disaster recovery planning and back-up procedures, a natural disaster, act of terrorism or other unanticipated problem could cause a loss of information and data and lengthy interruptions in the availability of our services and technology platform offerings, as our backup systems may not be able to meet our needs for an extended period of time. We rely on hosted systems maintained by third-party providers to deliver technology services and our Nexus platform to customers, including taking customer orders, handling telecommunications for customer calls, tracking sales and service delivery and making platform functionality available to customers. Any interruption or failure of our internal or external systems could prevent us or our service providers from accepting orders and delivering services, or cause company and consumer data to be unintentionally disclosed. Our continuing efforts to upgrade and enhance the security and reliability of our information technology and communications infrastructure could be very costly, and we may have to expend significant resources to remedy problems such as a security breach or service interruption. Interruptions in our services resulting from labor disputes, telephone or Internet failures, power or service outages, natural disasters or other events, or a security breach could reduce our revenue, increase our costs, cause customers and partners and licensees to fail to renew or to terminate their use of our offerings, and harm our reputation and our ability to attract new customers. We maintain insurance programs with highly rated carriers using policies that are designed for businesses in the technology sector and that expressly address, among other things, cyber-attacks and potential harm resulting from incidents such as data privacy breaches; but depending on the type of damages, the amount, and the cause, all or part of any financial losses experienced may be excluded by the policies resulting in material financial losses for us.

We must compete successfully in the markets in which we operate or our business will suffer.

We compete in markets that are highly competitive, subject to rapid change and significantly affected by new product introductions and other market activities of industry participants. We compete with a number of companies in the markets for technology services, end-user software products and technology support software. In addition, our partners may develop similar offerings internally.

The markets for our services and software products are still rapidly evolving, and we may not be able to compete successfully against current and potential competitors. Our ability to expand our business will depend on our ability to maintain our technological advantage, introduce timely enhanced products and services to meet growing support needs, deliver on-going value to our customers, scale our business cost-effectively, and develop complimentary relationships with other companies providing services or products to our partners. Competition in our markets could reduce our market share or require us to reduce the price of products and services, which could harm our business, financial condition and operating results.

The competitors in our markets for services and software can have some or all of the following comparative advantages: longer operating histories, greater economies of scale, greater financial resources, greater engineering and technical resources, greater sales and marketing resources, stronger strategic alliances and distribution channels, lower labor costs, larger user bases, products with different functions and feature sets and greater brand recognition than we have. We expect new competitors to continue to enter the markets in which we operate.

Our future service and product offerings may not achieve market acceptance.

If we fail to develop new and enhanced versions of our services and products in a timely manner or to provide services and products that achieve rapid and broad market acceptance, we may not maintain or expand our market share. We may fail to identify new service and product opportunities for our current market or new markets. In addition, our existing services and products may become obsolete if we fail to introduce new services and products that meet new customer demands or support new standards. While we are developing new services and products, there can be no assurance that they will be timely released or ever be completed, and if they are, that they will gain market acceptance or generate material revenue for us. We have limited control over factors that affect market acceptance of our services and products, including the willingness of partners to offer our services and products and customer preferences for competitor services, products and delivery models.

We may make acquisitions that deplete our resources and do not prove successful.

We have made acquisitions in the past and may make additional acquisitions in the future. We may not be able to identify suitable acquisition candidates at prices we consider appropriate. If we do identify an appropriate acquisition candidate, we may not be able to successfully negotiate the terms of the acquisition. Our management may not be able to effectively implement our acquisition program and internal growth strategy simultaneously. The integration of acquisitions involves a number of risks and presents financial, managerial and operational challenges. We may have difficulty, and may incur unanticipated expenses related to, integrating management and personnel from these acquired entities with our management and personnel. Our failure to identify, consummate or integrate suitable acquisitions could adversely affect our business and results of operations. We cannot readily predict the timing, size or success of our future acquisitions. Even successful acquisitions could have the effect of reducing our cash balances. Acquisitions could involve a number of other potential risks to our business, including the following, any of which could harm our business results:

- Unanticipated costs and liabilities and unforeseen accounting charges or fluctuations;
- Delays and difficulties in delivery of services and products;
- Failure to effectively integrate or separate management information systems, personnel, research and development, marketing, sales and support operations;
- Loss of key employees;
- Economic dilution to gross and operating profit;
- Diversion of management's attention from other business concerns and disruption of our ongoing business;
- Difficulty in maintaining controls and procedures;
- Uncertainty on the part of our existing customers about our ability to operate after a transaction;
- Loss of customers;
- Loss of partnerships;
- Inability to execute our growth plans;
- Declines in revenue and increases in losses;
- Failure to realize the potential financial or strategic benefits of the acquisition or divestiture; and
- Failure to successfully further develop the combined or remaining technology, resulting in the impairment of amounts recorded as goodwill or other intangible assets.

Our systems collect, access, use, and store personal customer information and enable customer transactions, which poses security risks, requires us to invest significant resources to prevent or correct problems caused by security breaches, and may harm our business.

A fundamental requirement for online communications, transactions and support is the secure collection, storage and transmission of confidential information. Our systems collect and store confidential and personal information of our individual customers as well as our partners and their customers' users, including credit card information, and our employees and contractors may access and use that information in the course of providing services. In addition, we collect and retain personal information of our employees in the ordinary course of our business. We and our third-party contractors use commercially available technologies to secure this information. Despite these measures, parties may attempt to breach the security of our data or that of our customers. In addition, errors in the storage or transmission of data could breach the security of that information. We may be liable to our customers for any breach in security and any breach could subject us to governmental or administrative proceedings or monetary penalties, damage our relationships with partners and harm our business and reputation. Also, computers are vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to interruptions, delays or loss of data. We may be required to expend significant capital and other resources to comply with mandatory privacy and security standards required by law, industry standard, or contract, and to further protect against security breaches or to correct problems caused by any security breach.

We are exposed to risks associated with credit card and payment fraud and with credit card processing.

Certain of our customers use credit cards to pay for our services and products. We may suffer losses as a result of orders placed with fraudulent credit cards or other payment data. Our failure to detect or control payment fraud could have an adverse effect on our results of operations. We are also subject to payment card association operating standards and requirements, as in effect from time to time. Compliance with those standards requires us to invest in network and systems infrastructure and processes. Failure to comply with these rules or requirements may subject us to fines, potential contractual liabilities, and other costs, resulting in harm to our business and results of operations.

Privacy concerns and laws or other domestic or foreign regulations may require us to incur significant costs and may reduce the effectiveness of our solutions, and our failure to comply with those laws or regulations may harm our business and cause us to lose customers.

Our software contains features that allow our technology specialists and other personnel to access, control, monitor and collect information from computers running our software. Federal, state and foreign government bodies and agencies, however, have adopted or are considering adopting laws and regulations restricting or otherwise regulating the collection, use and disclosure of personal information obtained from consumers and individuals. Those regulations could require costly compliance measures, could reduce the efficiency of our operations, or could require us to modify or cease to provide our systems or services. Liability for violation of, costs of compliance with, and other burdens imposed by such laws and regulations may limit the use and adoption of our services and reduce overall demand for them. Even the perception of privacy concerns, whether or not valid, may harm our reputation and inhibit adoption of our solutions by current and future customers. In addition, we may face claims about invasion of privacy or inappropriate disclosure, use, storage, or loss of information obtained from our customers. Any imposition of liability could harm our reputation, cause us to lose customers and cause our operating results to suffer.

We rely on third-party technologies in providing certain of our services and software. Our inability to use, retain or integrate third-party technologies and relationships could delay service or software development and could harm our business.

We license technologies from third parties, which are integrated into our services, technology platform and end user software. Our use of commercial technologies licensed on a non-exclusive basis from third parties poses certain risks. Some of the third-party technologies we license may be provided under “open source” licenses, which may have terms that require us to make generally available our modifications or derivative works based on such open source code. Our inability to obtain or integrate third-party technologies with our own technology could delay service development until equivalent compatible technology can be identified, licensed and integrated. These third-party technologies may not continue to be available to us on commercially reasonable terms or at all. If our relationship with third parties were to deteriorate, or if such third parties were unable to develop innovative and saleable products, we could be forced to identify a new developer and our future revenue could suffer. We may fail to successfully integrate any licensed technology into our services or software, or maintain it through our own development work, which would harm our business and operating results. Third-party licenses also expose us to increased risks that include:

- Risks of product malfunction after new technology is integrated;
- Risks that we may be unable to obtain or continue to obtain support, maintenance and updates from the technology supplier;
- The diversion of resources from the development of our own proprietary technology; and
- Our inability to generate revenue from new technology sufficient to offset associated acquisition and maintenance costs.

Our business operates in regulated industries.

Our current and anticipated service offerings operate in industries, such as home security, that are subject to various federal, state, provincial and local laws and regulations in the markets in which we operate. In certain jurisdictions, we may be required to obtain licenses or permits in order to comply with standards governing employee selection and training and to meet certain standards or licensing requirements in the conduct of our business. The loss of such licenses or permits or the imposition of conditions to the granting or retention of such licenses or permits could have a material adverse effect on us.

Changes in laws or regulations could require us to change the way we operate or to utilize resources to maintain compliance, which could increase costs or otherwise disrupt operations. In addition, failure to comply with any applicable laws or regulations could result in substantial fines or revocation of our operating permits and licenses for us or our partners. If laws and regulations were to change, or if we or our products and services we deemed not to comply with them, our business, financial condition, results of operations and cash flows could be materially and adversely affected.

In some cases we are exposed to greater risks of liability for employee acts or omissions or system failure, than may be typical in other businesses.

We expect to support, among other programs, partners offering home security services. Because these services related to programs intended to help protect the lives and property, real and personal, of consumers, we may have greater exposure to liability and litigation risks than businesses that provide support for other consumer and small business products and services. Our ability to limit our liability for the acts or omissions of our employees in our contract terms with partners and consumers in relation to such programs may be substantially less than in other markets we serve, which is to say, we may have much greater inherent legal liability exposure in such programs than is customarily seen in programs for markets we have offered historically. In the event of litigation with respect to such matters, it is possible that our risk-mitigation provisions in contracts may be deemed not applicable or unenforceable exposing us to substantial liability exposure, and, regardless of the ultimate outcome, we may incur significant costs of defense that could materially and adversely affect our business, financial condition, results of operations and cash flows.

We rely on intellectual property laws to protect our proprietary rights, and if these rights are not sufficiently protected or we are not able to obtain sufficient protection for our technology, it could harm our ability to compete and to generate revenue.

We rely on a combination of laws, such as those applicable to patents, copyrights, trademarks and trade secrets, and contractual restrictions, such as confidentiality agreements and licenses, to establish and protect our proprietary rights. Our ability to compete and grow our business could suffer if these rights are not adequately protected. Our proprietary rights may not be adequately protected because:

- Laws and contractual restrictions may not adequately prevent infringement of our proprietary rights and misappropriation of our technologies or deter others from developing similar technologies; and
- Policing infringement of our patents, trademarks and copyrights, misappropriation of our trade secrets, and unauthorized use of our products is difficult, expensive and time-consuming, and we may be unable to determine the existence or extent of this infringement or unauthorized use.

Intellectual property litigation is expensive and time-consuming and could divert management's attention from our business. The outcome of any litigation is uncertain and could significantly impact our financial results. Also, the laws of other countries in which we market our products may offer little or no protection of our proprietary technologies. Reverse engineering, unauthorized copying or other misappropriation of our proprietary technologies could enable third parties to benefit from our technologies without paying us for them, which would harm our competitive position and market share.

Our success and ability to compete depend to a significant degree on the protection of our solutions and other proprietary technology. It is possible that:

- We may not be issued patents we may seek to protect our technology;
- Competitors may independently develop similar technologies or design around any of our patents;
- Patents issued to us may not be broad enough to protect our proprietary rights; and
- Our issued patents could be successfully challenged.

We may face intellectual property infringement claims that could be costly to defend and result in our loss of significant rights.

Our business relies on the use and licensing of technology. Other parties may assert intellectual property infringement claims against us or our customers, and our products may infringe the intellectual property rights of third parties. For example, our products may infringe patents issued to third parties. In addition, as is increasingly common in the technology sector, we may be confronted with the aggressive enforcement of patents by companies whose primary business activity is to acquire patents for the purpose of offensively asserting them against other companies. From time to time, we have received allegations of intellectual property infringement, and we may receive more claims in the future. We may also be required to pursue litigation to protect our intellectual property rights or defend against allegations of infringement. Intellectual property litigation is expensive and time-consuming and could divert management's attention from our business. The outcome of any litigation is uncertain and could significantly impact our financial results. If there is a successful claim of infringement, we may be required to develop non-infringing technology or enter into royalty or license agreements, which may not be available on acceptable terms, if at all. Our failure to develop non-infringing technologies or license proprietary rights on a timely basis would harm our business.

We may face consumer class actions and similar claims that could be costly to defend or settle and result in negative publicity and diversion of management resources.

Our business involves direct sale and licensing of services and software to consumers and small businesses, and we typically include customary indemnification provisions in favor of our partners in our agreements for the distribution of our services and software. As a result we can be subject to consumer litigation and legal proceedings related to our services and software, including putative class action claims and similar legal actions. Such litigation can be expensive and time-consuming regardless of the merits of any action, and could divert management's attention from our business. The cost of defense can be large as can any settlement or judgment in an action. The outcome of any litigation is uncertain and could significantly impact our financial results. Regardless of outcome, litigation can have an adverse impact on us because of defense costs, negative publicity, diversion of management resources and other factors.

We have recorded long-lived assets, and our results of operations would be adversely affected if their value becomes impaired.

Goodwill and identifiable intangible assets were recorded in part due to our acquisition of substantially all of the assets and liabilities of YourTechOnline.com in May 2008, our acquisition of substantially all of the assets of Xeriton Corporation in December 2009, our acquisition of certain assets and assumed liabilities of SUPERAntiSpyware in June 2011 and our acquisition of certain assets and assumed liabilities of RightHand IT Corporation in January 2012. We also have certain intangible assets with indefinite lives. We assess the impairment of goodwill and indefinite lived intangible assets annually or more often if events or changes in circumstances indicate that the carrying value may not be recoverable. We assess the impairment of acquired product rights and other finite lived intangible assets whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. Our results of operations would be adversely affected if impairment of our goodwill or intangible assets occurred.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

Not applicable.

ITEM 2. PROPERTIES.

Our corporate headquarters is located in Redwood City, California, where we sublease an office facility of approximately 21,620 square feet. The sublease agreement will expire on February 18, 2017. We also lease office facilities in Redmond, Washington; Eugene, Oregon; and Louisville, Colorado. The lease agreements for these offices will expire throughout the year ending December 31, 2014. In addition, we lease an office in Bangalore, India with 6,838 square feet for which the lease will expire on August 31, 2014. We believe our facilities are adequate to meet our current business requirements.

ITEM 3. LEGAL PROCEEDINGS.

Legal Contingencies

On February 7, 2012, a lawsuit seeking class-action certification was filed against the Company in the United States District Court for the Northern District of California, No. 12-CV-00609, alleging that the design of one the Company's end-user software products and the method of promotion to consumers constitute fraudulent inducement, breach of contract, breach of express and implied warranties, and unjust enrichment. On the same day the same plaintiffs' law firm filed another action in the United States District Court for the Southern District of New York, No. 12-CV-0963, involving similar allegations against a subsidiary of the Company and one of the Company's partners who distributes its end-user software products, and that partner has requested indemnification under contract terms with the Company. The law firm representing the plaintiffs in both cases has filed unrelated class actions in the past against a number of major software providers with similar allegations about those providers' products. On May 30, 2013, the Company received final court approval relating to the terms of a settlement of these actions. Under the terms of the settlement, the Company offered a one-time cash payment, covered by the Company's insurance provider, to qualified class-action members; the deadline to submit a claim form concluded on February 28, 2013. In addition, the Company offered a limited free subscription to one of its end-user software products; the deadline for redemptions concluded on August 31, 2013. Therefore, the Company reversed a previous accrual of $57,000 associated with these actions and recorded a benefit in the same amount within interest income and other, net in the consolidated statements of operations for the year ended December 31, 2013. The Company denies any wrongdoing or liability and entered into the settlement to minimize the costs of defense.

We are also subject to other routine legal proceedings, as well as demands, claims and threatened litigation, that arise in the normal course of our business, potentially including assertions that we may be infringing patents or other intellectual property rights of others. We currently do not believe that the ultimate amount of liability, if any, for such routine legal proceedings (alone or combined) will materially affect our financial position, results of operations or cash flows. The ultimate outcome of any litigation is uncertain, however, and unfavorable outcomes could have a material negative impact on our financial condition and operating results. Regardless of outcome, litigation can have an adverse impact on us because of defense costs, negative publicity, diversion of management resources and other factors.

Guarantees

We have identified guarantees in accordance with ASC 450,*Contingencies*. This guidance stipulates that an entity must recognize an initial liability for the fair value, or market value, of the obligation it assumes under the guarantee at the time it issues such a guarantee, and must disclose that information in its interim and annual financial statements. We have entered into various service level agreements with our partners, in which we may guarantee the maintenance of certain service level thresholds. Under some circumstances, if we do not meet these thresholds, we may be liable for certain financial costs. We evaluate costs for such guarantees under the provisions of ASC 450. We consider such factors as the degree of probability that we would be required to satisfy the liability associated with the guarantee and the ability to make a reasonable estimate of the resulting cost. We incurred immaterial costs as a result of such obligations during the year ended December 31, 2013. We have not accrued any liabilities related to such obligations in the consolidated financial statements as of December 31, 2013 and 2012.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market of Common Stock

Our common stock has been traded publicly on the Nasdaq Global Select Market ("Nasdaq") under the symbol "SPRT" since July 19, 2000. Before July 19, 2000, there was no public market for our common stock. The following table sets forth the highest and lowest sale price of our common stock for the quarters indicated:

	Low	High
Fiscal Year 2012:		
First Quarter	$ 2.09	$ 3.82
Second Quarter	$ 2.27	$ 3.82
Third Quarter	$ 2.60	$ 4.55
Fourth Quarter	$ 3.75	$ 4.95
Fiscal Year 2013:		
First Quarter	$ 3.86	$ 4.50
Second Quarter	$ 3.75	$ 4.87
Third Quarter	$ 4.65	$ 6.17
Fourth Quarter	$ 3.37	$ 5.68

Holders of Record

As of February 28, 2014, there were approximately 120 holders of record of our common stock (not including beneficial holders of stock held in street name).

Dividend Policy

We have not declared or paid any cash dividends on our capital stock since our inception and do not expect to do so in the foreseeable future. We currently anticipate that all future earnings, if any, generated from operations will be retained by us to develop and expand our business. Any future determination with respect to the payment of dividends will be at the discretion of the Board of Directors and will depend on, among other things, our operating results, financial condition and capital requirements, the terms of then-existing indebtedness, general business conditions and such other factors as the Board of Directors deems relevant.

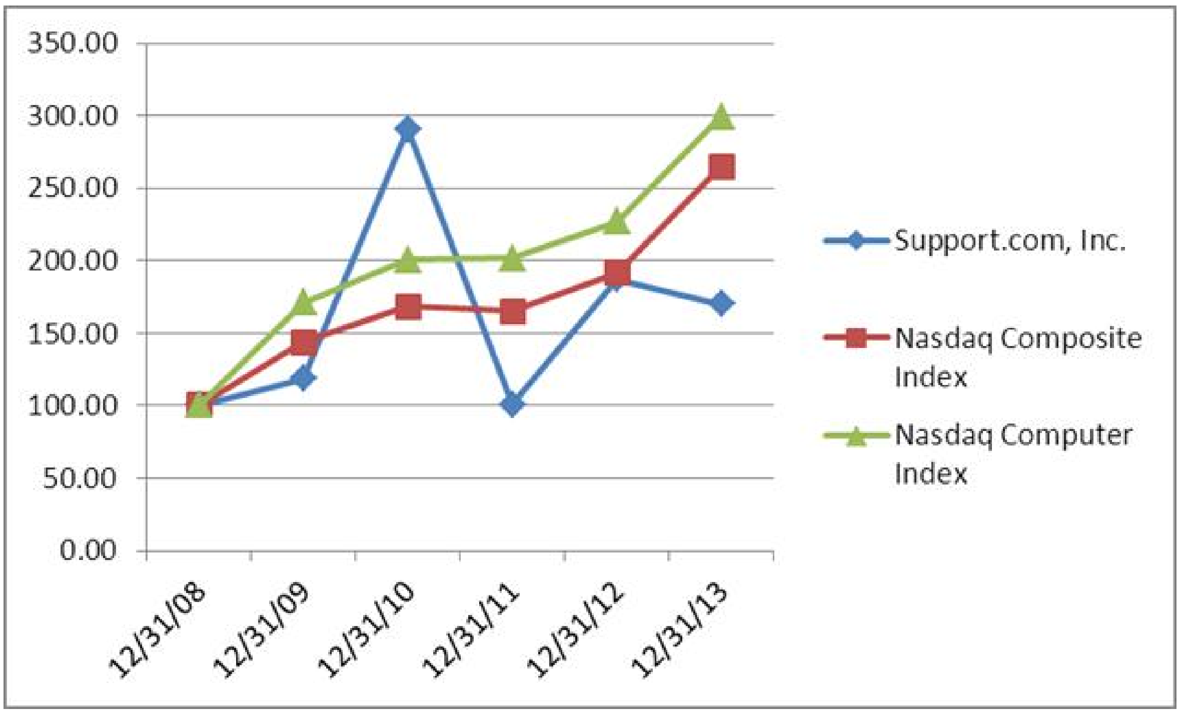
Securities Authorized for Issuance Under Equity Compensation Plans

Information regarding the securities authorized for issuance under our equity compensation plans can be found under Item 12 of Part III of this Report.

Stock Price Performance Graph

The following graph illustrates a comparison of the cumulative total stockholder return (change in stock price plus reinvested dividends) of the Company's Common Stock and the CRSP Total Return Index for the Nasdaq U.S. Stocks (the "Nasdaq Composite Index") and Nasdaq Computer and Data Processing Services Index from December 31, 2008 through December 31, 2013. The graph assumes that $100 was invested on December 31, 2008 in us, the Nasdaq Composite Index and the Nasdaq Computer and Data Processing Services Index and that all dividends were reinvested. No cash dividends have been declared or paid on our common stock. Our common stock has been traded on the Nasdaq since July 19, 2000. The comparisons in the table are required by the SEC and are not intended to forecast or be indicative of possible future performance of our common stock.

COMPARISON OF CUMULATIVE TOTAL RETURN AMONG SUPPORT.COM, INC., THE NASDAQ COMPOSITE INDEX, AND THE NASDAQ COMPUTER INDEX



CUMULATIVE TOTAL RETURN AT PERIOD END

	12/31/08	12/31/09	12/30/10	12/31/11	12/31/12	12/31/13
Support.com, Inc.	$ 100.00	$ 118.39	$ 290.58	$ 100.90	$ 187.00	$ 169.96
Nasdaq Composite Index	$ 100.00	$ 143.89	$ 168.22	$ 165.19	$ 191.47	$ 264.84
Nasdaq Computer Index	$ 100.00	$ 170.82	$ 200.62	$ 201.60	$ 226.76	$ 299.19

The information presented above in the stock performance graph shall not be deemed to be "soliciting material" or to be "filed" with the Securities and Exchange Commission or subject to Regulation 14A or 14C, except to the extent that we subsequently specifically request that such information be treated as soliciting material or specifically incorporate it by reference into a filing under the Securities Act of 1933 or Exchange Act.

ITEM 6. SELECTED CONSOLIDATED FINANCIAL DATA.

Support.com is a leading provider of cloud-based services and software that enable technology support for a connected world In June 2009, we sold our legacy Enterprise software business to Consona Corporation and focused our efforts purely on the consumer and small business markets for technology services, and, more recently, SaaS solutions. Therefore, our audited consolidated financial statements, accompanying notes and other information provided in this Form 10-K reflect the Enterprise business as a discontinued operation for all periods presented in accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*. After reclassifying the Enterprise business to discontinued operations, our continuing operations consist solely of our remaining segment, the Consumer business.

The information set forth below is not necessarily indicative of results of future operations and should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes included in Items 7 and 8 of Part II of this Report.

	Year Ended December 31,				
	2013	2012	2011	2010	2009
	(In thousands, except per share data)				
Consolidated Statements of Operations Data:					
Revenue:					
Services	$ 73,852	$ 57,622	$ 37,248	$ 32,276	$ 16,770
Software and other	14,311	14,332	16,591	11,901	725
Total revenue	88,163	71,954	53,839	44,177	17,495
Cost of revenue:					
Cost of services	43,208	37,343	29,919	26,737	16,620
Cost of software and other	1,172	1,421	1,744	1,358	59
Total cost of revenue	44,380	38,764	31,663	28,095	16,679
Gross profit	43,783	33,190	22,176	16,082	816
Operating expenses:					
Research and development	5,735	6,773	6,057	5,214	5,795
Sales and marketing	14,599	18,285	21,791	18,091	7,675
General and administrative	11,376	12,234	12,005	10,963	14,119
Amortization of intangible assets and other	1,321	1,522	866	364	177
Total operating expenses	33,031	38,814	40,719	34,632	27,766
Income (loss) from operations	10,752	(5,624)	(18,543)	(18,550)	(26,950)
Interest income and other, net	369	297	455	540	428
Income (loss) from continuing operations, before income taxes	11,121	(5,327)	(18,088)	(18,010)	(26,522)
Income tax provision (benefit)	772	208	401	88	(4,941)
Income (loss) from continuing operations, after income taxes	10,349	(5,535)	(18,489)	(18,098)	(21,581)
Income (loss) from discontinued operations, after income taxes	34	111	(151)	31	7,004
Net income (loss)	$ 10,383	$ (5,424)	$ (18,640)	$ (18,067)	$ (14,577)
Basic earnings (loss) per share:					
Continuing operations, after income taxes	$ 0.20	$ (0.11)	$ (0.39)	$ (0.39)	$ (0.47)
Discontinued operations, after income taxes	0.00	0.00	(0.00)	0.00	0.16
Basic net earnings (loss) per share	$ 0.20	$ (0.11)	$ (0.39)	$ (0.39)	$ (0.31)
Diluted earnings (loss) per share:					
Continuing operations, after income taxes	$ 0.19	$ (0.11)	$ (0.39)	$ (0.39)	$ (0.47)
Discontinued operations, after income taxes	0.00	0.00	(0.00)	0.00	0.16
Diluted net earnings (loss) per share	$ 0.19	$ (0.11)	$ (0.39)	$ (0.39)	$ (0.31)
Shares used in computing per share amounts:					
Basic	51,553	48,798	48,288	46,818	46,378
Diluted	53,825	48,798	48,288	46,818	46,378

	December 31,				
	2013	2012	2011	2010	2009
			(in thousands)		
Consolidated Balance Sheet Data:					
Cash, cash equivalents and investments	$ 72,357	$ 56,350	$ 53,013	$ 74,235	$ 83,479
Auction-rate security put option	$ —	$ —	$ —	$ —	$ 1,289
Working capital	$ 77,973	$ 54,758	$ 51,168	$ 71,385	$ 81,151
Total assets	$ 106,899	$ 88,259	$ 84,996	$ 93,739	$ 101,959
Long-term obligations	$ 1,804	$ 1,456	$ 1,575	$ 749	$ 992
Accumulated deficit	$ (155,990)	$ (166,373)	$ (160,949)	$ (142,309)	$ (124,242)
Total stockholders' equity	$ 95,396	$ 74,163	$ 71,335	$ 86,057	$ 96,352

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes included elsewhere in this Form 10-K. The following discussion includes forward-looking statements. Please see the section entitled *"Risk Factors"* in Item 1A of this Report for important information to consider when evaluating these statements.

Overview

Support.com is a leading provider of cloud-based services and software that enable technology support for a connected world. Our service programs help leading brands create new revenue streams and deepen customer relationships.

Our cloud-based Nexus Service Platform ("Nexus Platform") enables companies to resolve connected technology issues quickly, boost their support productivity, and dramatically improve their customer experience. We offer turnkey solutions including technology and labor and we also provide the Nexus Platform separately on a software-as-a-service ("SaaS") basis. Support.com is the choice of leading communications providers, top retailers, and other important brands in software and connected technology.

Total revenue for the year ended December 31, 2013 increased by $16.2 million, or 23%, from 2012. Revenue from services increased by $16.2 million, or 28%, from 2012. The increase in services revenue over the prior year was due to growth in our partner programs, primarily the programs for Comcast. Revenue from software and other was consistent year-over-yearat $14.3 million, with revenue from end-user software products declining and SaaS revenue growing.

Cost of services for the year ended December 31, 2013 increased 16% from 2012 as a result of the hiring of additional technology specialists to support revenue growth. Services gross margin improved from 35% to 41% year-over-year primarily as a result of improved operational processes, refinements to service delivery methodology and further technology enablement. Cost of software and other for the year ended December 31, 2013 declined 18% year-over-year due to lower royalty rate payments to third-party developers. Software and other gross margin slightly improved from 90% to 92% year-over-year. Total gross margin for the year ended December 31, 2013 was 50%, compared to 46% in 2012. The increase in total gross margin was driven by improved services gross margin offset by a lower percentage of software and other in the revenue mix.

Operating expenses for the year ended December 31, 2013 decreased 15% from 2012, driven by lower sales expense related to our end-user software products and a reduction in the contact center sales agent workforce completed at the end of the second quarter of 2012.

During the fourth quarter of 2013, the Company and Comcast terminated the agreement under which the Company had provided services for Comcast's Xfinity Signature Support program. In addition, the Company entered into a Master Services Agreement Call Handling Services, and a Statement of Work # 1 (collectively, the "Agreement"), with Comcast. Under the Agreement, the Company will, at specified hourly rates, provide bundled home networking support services to Comcast customers leasing equipment from Comcast, and train Company employees in the performance of such services, for a period commencing October 1, 2013.

Our key goals for 2014 are to increase SaaS revenue from our Nexus Platform, to expand existing service programs, to launch service programs with new partners to improve service delivery efficiency and to execute on our product roadmap to provide full lifecycle support for the Internet of Things.

We intend the following discussion of our financial condition and results of operations to provide information that will assist in understanding our consolidated financial statements, the changes in certain key items in those consolidated financial statements from year to year, and the primary factors that accounted for those changes, as well as how certain accounting principles, policies and estimates affect our consolidated financial statements.

Critical Accounting Policies and Estimates

In preparing our consolidated financial statements in conformity with generally accepted accounting principles in the United States, we make assumptions, judgments and estimates that can have a significant impact on our revenue and operating results, as well as on the value of certain assets and liabilities on our consolidated balance sheet. We base our assumptions, judgments and estimates on historical experience and various other factors that we believe to be reasonable under the circumstances. Actual results could differ materially from these estimates under different assumptions or conditions. On a regular basis we evaluate our assumptions, judgments and estimates and make changes accordingly. We believe that the assumptions, judgments and estimates involved in the accounting for revenue recognition, fair value measurements, purchase accounting in business combinations, accounting for goodwill and other intangible assets, stock-based compensation and accounting for income taxes have the greatest potential impact on our consolidated financial statements, so we consider these to be our critical accounting policies. We discuss below the critical accounting estimates associated with these policies. For further information on the critical accounting policies, see

Note 1 of our Notes to Consolidated Financial Statements.

Revenue Recognition

Our revenue recognition policy is one of our critical accounting policies because revenue is a key component of our results of operations, and revenue recognition is based on complex rules which require us to make judgments. In applying our revenue recognition policy we must determine whether revenue is to be recognized on a gross or net basis in accordance with the provisions of ASC 605, *Revenue Recognition*, which portions of our revenue are to be recognized in the current period, and which portions must be deferred and recognized in subsequent periods. We also recognize breakage revenue on non-subscription deferred revenue balances, and we use judgment in evaluating the historical redemption patterns used to estimate the amount of such revenue to be recognized. We do not record revenue on sales transactions when the collection of cash is in doubt at the time of sale, and we use management judgment in determining collectability. From time to time, we may enter into agreements which involve us making payments to our partners. We use judgment in evaluating the treatment of such payments and in determining which portions of the consideration paid to customers should be recorded as contra-revenue and which should be recorded as an expense. We generally provide a refund period on services and end-user software products, and we employ judgment in determining whether a customer is eligible for a refund based on that customer's specific facts and circumstances. Our Nexus Platform agreements usually include service level thresholds under which we may be liable for certain financial costs. If our estimates and judgments on any of the foregoing are incorrect, our revenue for one or more periods may be incorrectly recorded. Please see Note 1 in Notes to the Consolidated Financial Statements for further discussion of our revenue recognition policies.

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures,* defines fair value, establishes a framework for measuring fair value under generally accepted accounting principles and enhances disclosures about fair value measurements. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value, which are the following:

- Level 1 - Quoted prices in active markets for identical assets or liabilities. Therefore, determining fair value for Level 1 instruments generally does not require significant management judgment, and the estimation is not difficult.

- Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 instruments require limited management judgment.

- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. The determination of fair value for Level 3 instruments requires the most management judgment and subjectivity.

Our Level 2 securities are priced using quoted market prices for similar instruments, nonbinding market prices that are corroborated by observable market data, or discounted cash flow techniques. Marketable securities, measured at fair value using Level 2 inputs, are primarily comprised of commercial paper, corporate bonds, corporate notes and U.S. government agencies securities. We review trading activity and pricing for these investments as of the measurement date. When sufficient quoted pricing for identical securities is not available, we use market pricing and other observable market inputs for similar securities obtained from various third-party data providers. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data. There were no transfers of assets between Level 1 and Level 2 measurements during 2013.

Purchase Accounting in Business Combinations

Under the purchase method of accounting, we allocate the purchase price of acquired companies to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values. We record the excess of purchase price over the aggregate fair values of the tangible and identifiable intangible assets as goodwill. We determine the fair values of assets acquired and liabilities assumed. These valuations require us to make significant estimates and assumptions, especially with respect to intangible assets. Such estimates include assumptions regarding future revenue streams, market performance, customer base, and various vendor relationships. We estimate the economic lives of certain acquired assets and these lives are used to calculate depreciation and amortization expenses. We estimate the future cash flows to be derived from such assets, and these estimates are used to determine the fair value of the assets. If any of these estimates change, depreciation or amortization expenses could be changed and/or the value of our intangible assets could be impaired.

Accounting for Goodwill and Other Intangible Assets

We test goodwill for impairment annually on September 30 and whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable in accordance with ASC 350, *Intangibles - Goodwill and Other*. Consistent with our assessment that we have only one reporting segment, we test goodwill for impairment at the entity level. We test goodwill using the two-step process required by ASC 350. In the first step, we compare the carrying value of the reporting unit to the fair value based on quoted market prices of our common stock. If the fair value of the reporting unit exceeds the carrying value, goodwill is not considered impaired and no further testing is required. If the carrying value exceeds the fair value, goodwill is potentially impaired and the second step of the impairment test must be performed. In the second step, we compare the implied fair value of the goodwill, as defined by ASC 350, to the carrying value to determine the impairment loss, if any. We performed our annual goodwill impairment tests on September 30, 2013, 2012, and 2011 and concluded that there was no impairment.

We assess the impairment of identifiable intangible assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. An impairment loss would be recognized when the sum of the future net cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying value. If our estimates regarding future cash flows derived from such assets were to change, we may record an impairment charge to the value of these assets. Such impairment loss would be measured as the difference between the carrying value of the asset and its fair value.

Stock-Based Compensation

We account for stock-based compensation in accordance with the provisions of ASC 718,Compensation – Stock Compensation. Under the fair value recognition provisions of ASC 718, stock-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense ratably over the requisite service period of the award. We estimate the fair value of stock-based awards on the grant date using the Black-Scholes-Merton option-pricing model. Determining the appropriate fair value model and calculating the fair value of stock-based awards requires judgment, including estimating stock price volatility, forfeiture rates and expected life. If any of these assumptions used in the option-pricing models change, our stock-based compensation expense could change on our consolidated financial statements.

Accounting for Income Taxes

We are required to estimate our income taxes in each of the tax jurisdictions in which we operate. This process involves management's estimation of our current tax exposures together with an assessment of temporary differences determined based on the difference between the financial statement and tax basis of certain items. These differences result in net deferred tax assets and liabilities, which are included in our consolidated balance sheet. We must assess the likelihood that we will be able to recover our deferred tax assets. If recovery is not likely, we must increase our provision for taxes by recording a valuation allowance against the deferred tax assets that we estimate will not ultimately be recoverable. We currently have provided a full valuation allowance on our U.S. deferred tax assets and a full valuation allowance on certain foreign deferred tax assets that management determined are not likely to be realized due to cumulative net losses since inception and the difficulty in accurately forecasting the Company's results. If any of our estimates change, we may change the likelihood of recovery and our tax expense as well as the value of our deferred tax assets would change.

Our deferred tax assets do not include excess tax benefits related to stock-based compensation post ASC 718 adoption. The total excess tax benefit component of our federal and state net operating loss carryforwards is $4.3 million as of December 31, 2013. Consistent with prior years, the excess tax benefit reflected in our net operating loss carryforwards will be accounted for as a credit to stockholders' equity, if and when realized. In determining if and when excess tax benefits have been realized, we have elected to utilize the with-and-without approach with respect to such excess tax benefits.

Our income tax calculations are based on the application of the respective U.S. Federal, state or foreign tax law. The Company's tax filings, however, are subject to audit by the respective tax authorities. Accordingly, we recognize tax liabilities based on our estimate of whether, and the extent to which, additional taxes will be due when such estimates are more-likely-than-not to be sustained. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained. Our policy is to include interest and penalties related to unrecognized tax benefits as a component of income tax expense. To the extent the final tax liabilities are different than the amounts originally accrued, the increases or decreases are recorded as income tax expense or benefit in the consolidated statements of operations.

Results of Operations

The following table presents certain Consolidated Statements of Operations data for the periods indicated as a percentage of total revenue:

	Year Ended December 31,		
	2013	2012	2011
Revenue:			
Services	84%	80%	69%
Software and other	16	20	31
Total revenue	100	100	100
Cost of revenue:			
Cost of services	49	52	56
Cost of software and other	1	2	3
Total cost of revenue	50	54	59
Gross profit	50	46	41
Operating expenses:			
Research and development	7	9	11
Sales and marketing	17	25	40
General and administrative	13	17	22
Amortization of intangible assets and other	1	2	2
Total operating expenses	38	54	75
Income (loss) from operations	12	(8)	(34)
Interest income and other, net	1	0	1
Income (loss) from continuing operations, before income taxes	13	(7)	(33)
Income tax provision	1	0	1
Income (loss) from continuing operations, after income taxes	12	(8)	(34)
Income (loss) from discontinued operations, after income taxes	0	0	(0)
Net income (loss)	12%	(8)%	(34)%

Years Ended December 31, 2013, 2012, and 2011:

Revenue

($ in thousands)	2013	% Change 2012 to 2013	2012	% Change 2011 to 2012	2011
Services	$ 73,852	28%	$ 57,622	55%	$ 37,248
Software and other	14,311	(0)%	14,332	(14)%	16,591
Total revenue	$ 88,163	23%	$ 71,954	34%	$ 53,839

Services revenue consists primarily of fees for technology services generated from our partners. We provide these services remotely, generally using service delivery personnel who utilize our proprietary technology to deliver the services. Services revenue for the year ended December 31, 2013 increased by $16.2 million from 2012. The increase was due primarily to continued growth in our partner programs, primarily the programs for Comcast. For the year ended December 31, 2013, services revenue generated from our partnerships was $70.6 million compared to $54.4 million for 2012. Direct services revenue remained consistent year-over-year at $3.2 million.

Services revenue for the year ended December 31, 2012 increased by $20.4 million from 2011. The increase was primarily due to growth in our partner programs, primarily the programs for Comcast. For the year ended December 31, 2012, services revenue generated from our partnerships was $54.4 million compared to $34.5 million for 2011. Direct services revenue was $3.2 million in 2012 compared to $2.8 million in 2011.

Software and other revenue is comprised primarily of fees for end-user software products provided through direct customer downloads, and through the sale of this software via partners as well as the licensing of our Nexus Platform. Software and other revenue was consistent year-over year at $14.3 million. Direct software and other revenue was $8.3 million for the year ended December 31, 2013 compared to $8.4 million for 2012. Software and other revenue generated from our partnerships, including licensing of our Nexus Platform to other businesses, was $6.0 million for the year ended December 31, 2013 compared to $5.9 million for 2012, with revenue from end-user software products declining and SaaS revenue growing.

Software and other revenue for the year ended December 31, 2012 decreased by $2.3 million compared to 2011 The year-over-year decline in software and other revenue was primarily due to changes in the online advertising market in which we participate. Direct software and other revenue was $8.4 million for the year ended December 31, 2012 compared to $11.3 million for 2011. Software and other revenue generated from our partnerships was $5.9 million in 2012 compared to $5.3 million for 2011.

Revenue Mix

The components of revenue, expressed as a percentage of total revenue were:

	Year Ended December 31,		
	2013	2012	2011
Services	84%	80%	69%
Software and other	16%	20%	31%
Total revenue	100%	100%	100%

We expect that services revenue will increase as a percentage of our total revenue and that software and other revenue will decrease as a percentage of our total revenue over the next year.

For the year ended December 31, 2013, Comcast (53%) accounted for 10% or more of our total revenue. Had the Office Depot and OfficeMax merger been effective throughout the year ended December 31, 2013, the combined entity would have accounted for 18% of our total revenue. For the year ended December 2012, Comcast (35%), OfficeMax (12%), Office Depot (12%) and Staples (10%) accounted for 10% or more of our total revenue. For the year ended December 2011, Office Depot (23%), Staples (15%) and Comcast (14%) accounted for 10% or more of our total revenue. No other customers accounted for 10% or more of our total revenue in any year presented. Revenue from customers outside the United States accounted for less than 1% of our total revenue in 2013, 2012, and 2011.

Cost of Revenue

($ in thousands)	2013	% Change 2012 to 2013	2012	% Change 2011 to 2012	2011
Cost of services	$ 43,208	16%	$ 37,343	25%	$ 29,919
Cost of software and other	1,172	(18)%	1,421	(19)%	1,744
Total cost of revenues	$ 44,380	14%	$ 38,764	22%	$ 31,663

Cost of services. Cost of services consists primarily of compensation and related costs of personnel and contractors providing services, and technology and telecommunication expenses associated with the delivery of services. The increase of $5.9 million in cost of services for the year ended December 31, 2013 compared to 2012 was mainly due to a $5.1 million increase in wages and employee benefits in connection with the increase in our technology specialist workforce to support revenue growth, a $386,000 increase in direct technology costs and a $317,000 increase in restructuring costs associated with the reduction in our technology specialist workforce at the end of 2013 associated with the termination of Xfinity Signature Support program with Comcast. The increase of $7.4 million in cost of services for the year ended December 31, 2012 compared to 2011 was primarily due to a $3.9 million increase in costs associated with a larger technology specialist workforce to support our growing service revenue, a $1.6 million increase in third-party personnel costs, a $700,000 increase due to the expansion of our small business programs and a $600,000 increase in direct technology costs to support the growing workforce.

Cost of software and other. Cost of software and other consists primarily of third-party royalty fees for our end-user software products, as well as hosting infrastructure for our Nexus Platform. Certain of these products were developed using third-party research and development resources, and the third-party receives royalty payments on sales of products it developed. The decrease of $249,000 in cost of software and other for the year ended December 31, 2013 compared to 2012 was primarily due to a reduction of third-party royalty fees as the Company reduced the reliance on third-party software products. The decrease of $323,000 in cost of software and other for the year ended December 31, 2012 compared to 2011 was primarily due to reduced sales of end-user software products developed by the third-party as software revenues declined year-over-year and we reduced the reliance on third-party software products.

Operating expenses

($ in thousands)	2013	% Change 2012 to 2013	2012	% Change 2011 to 2012	2011
Research and development	$ 5,735	(15)%	$ 6,773	12%	$ 6,057
Sales and marketing	14,599	(20)%	18,285	(16)%	21,791
General and administrative	11,376	(7)%	12,234	2%	12,005
Total operating expenses	$ 31,710	(15)%	$ 37,292	(6)%	$ 39,853

Research and development. Research and development expense consists primarily of compensation costs, third-party consulting expenses and related overhead costs for research and development personnel. Research and development costs are expensed as they are incurred. The decrease of $1.0 million in research and development expense for the year ended December 31, 2013 compared to 2012 resulted primarily from a decrease in salary and employee related expenses including stock-based compensation expense due to a decrease in headcount. The increase of $716,000 in research and development expense for the year ended December 31, 2012 compared to 2011 resulted primarily from an increase in salary and related expenses of $513,000 and an increase in stock-based compensation expense of $203,000.

Sales and marketing. Sales and marketing expense consists primarily of compensation costs of business development, program management and marketing personnel, as well as expenses for lead generation and promotional activities, including public relations, advertising and marketing. The decrease of $3.7 million in sales and marketing expense for the year ended December 31, 2013 compared to 2012 resulted from a $3.4 million decrease in wages and employee related expenses, a $1.0 million decrease in contracted labor and a $270,000 decrease in telecommunication expenses due to reduction in contact sales agent workforce completed at the end of second quarter of 2012. The decrease was offset by a $1.0 million increase in advertising costs for end-user software products (prior to our decision to discontinue our largest advertising placements in the second half of 2013). The decrease of $3.5 million in sales and marketing expense for the year ended December 31, 2012 compared to 2011 resulted from a $2.6 million decrease in marketing spend associated with our end-user software products and $900,000 decrease in sales expense following a reduction in the contact center sales agent workforce completed at the end of the second quarter of 2012.

General and administrative. General and administrative expense consists primarily of compensation costs and related overhead costs for administrative personnel, and professional fees for legal, accounting and other professional services. The decrease of $858,000 in general and administrative expense for the year ended December 31, 2013 compared to 2012 resulted from a $683,000 decrease in stock-based compensation expense, a $262,000 decrease in franchise taxes and a $241,000 decrease in professional services and legal related fees, offset by a $541,000 increase in recruiting fees for certain corporate positions and hiring expenses to support the growth in our services programs. The increase of $228,000 in general and administrative expense for the year ended December 31, 2012 compared to 2011 was primarily due to an increase of $550,000 in stock-based compensation expense offset by a $322,000 decrease in salary and related expenses.

Amortization of intangible assets and other

($ in thousands)	2013	% Change 2012 to 2013	2012	% Change 2011 to 2012	2011
Amortization of intangible assets	$ 1,321	(13)%	$ 1,522	76%	$ 866

Amortization of intangible assets and other. The decrease of $201,000 in amortization of intangible assets and other for the year ended December 31, 2013 compared to 2012 was due to the re-measurement of milestone based earn-outs associated with the acquisitions of RightHand IT Corporation in January 2012 and SUPERAntiSpyware in June 2011. The increase in amortization of intangible assets and other in from 2011 to 2012 was due to full year amortization of intangible assets as part of the acquisitions of RightHand IT in January 2012 and SUPERAntiSpyware in June 2011.

Interest income and other, net

($ in thousands)	2013	% Change 2012 to 2013	2012	% Change 2011 to 2012	2011
Interest income and other, net	$ 369	24%	$ 297	(35)%	$ 455

Interest income and other, net. Interest income and other, net consists primarily of interest income on our cash, cash equivalents and short-term investments. The increase in interest income and other, net of $72,000 for the year ended December 31, 2013 compared to 2012 was primarily due to a reversal of a previous legal accrual of $57,000 associated with a class-action lawsuit that was concluded in August 2013. The decrease in interest income and other, net from 2011 to 2012 was primarily due to lower interest income on our short-term investments in 2012 compared to 2011.

Income tax provision

($ in thousands)	2013	% Change 2012 to 2013	2012	% Change 2011 to 2012	2011
Income tax provision	$ 772	271%	$ 208	(48)%	$ 401

Income tax provision. The income tax provision is comprised of estimates of current taxes due in domestic and foreign jurisdictions. For the year ended December 31, 2013, the income tax provision primarily consisted of state income tax, foreign taxes, and tax expense related to the recording of a deferred tax liability that results from the amortization for income tax purposes of acquisition-related goodwill. The increase in the income tax provision from 2012 to 2013 was primarily due to tax expense related to the recording of an ASC 740-10 reserve related to foreign withholding taxes in 2013 as well as a tax benefit related to release of Canadian valuation allowance in 2012. The decrease in the income tax provision from 2011 to 2012 was primarily due to a tax benefit related to the release of Canadian valuation allowance.

Liquidity and Capital Resources

Total cash, cash equivalents and short-term investments at December 31, 2013 and 2012 was $72.4 million and $56.3 million, respectively. Cash equivalents and short-term investments are comprised of money market funds, certificate of deposits, corporate notes and bonds, and U.S. government agency securities. The increase in cash, cash equivalents and short-term investments in fiscal year 2013 was primarily due to $10.2 million cash generated from operating activities and $11.0 million from the proceeds of exercises of employee stock options and the purchase of common stock under employee stock purchase plans offset by the repurchase of shares of $4.1 million (net repurchase of $1.8 million after considering proceeds from the exercise of stock options that resulted in shares that were repurchased).

Operating Activities

Net cash provided by (used in) operating activities was $10.2 million for the year ended December 31, 2013, $2.0 million for the year ended December 31, 2012, and $(11.1) million for the year ended December 31, 2011. Net cash provided by (used in) operating activities primarily reflect the net income (loss) for the period, adjusted for non-cash items such as stock-based compensation expense, amortization of intangible assets and other, amortization of premiums and discounts on investments, depreciation, warrant-related charges, and changes in operating assets and liabilities.

Net cash provided by operating activities during 2013 was the result of net income for the period of $10.4 million, adjusted for non-cash items totaling $6.7 million and changes in operating assets and liabilities of ($6.8) million. Adjustment for non-cash items primarily consisted of stock-based compensation expense of $3.5 million, amortization of intangible assets and other of $1.3 million, warrant-related charges of $777,000, and amortization of premiums and discounts on investments of $646,000. The changes in operating assets and liabilities primarily consisted of an increase in accounts receivable, net of $4.3 million due to an increase in revenues and a decrease in deferred revenue of $3.3 million due to a decrease sales of services for which revenues are recognized ratably, offset by net increase in accounts payable, accrued compensation, other accrued liabilities and other long-term liabilities of $646,000 due to the timing of payments.

Net cash provided by operating activities during 2012 was the result of net loss for the period of $5.4 million, adjusted for non-cash items totaling $7.2 million and changes in operating assets and liabilities of $157,000. Adjustment for non-cash items primarily consisted of stock-based compensation expense of $4.5 million, amortization of intangible assets and other of $1.5 million, amortization of premiums and discounts on investments of $588,000 and depreciation of $503,000. The changes in operating assets and liabilities primarily consisted of an increase in deferred revenue of $1.4 million due to an increase in sales of services for which revenues are recognized ratably partially offset by a decrease in accounts payable and accrued compensation and other accrued liabilities of $1.3 million due to the timing of payments.

Net cash used in operating activities during 2011 was the result of the net loss of $18.6 million, adjusted for non-cash items totaling $6.8 million and changes in operating assets and liabilities of $638,000. Adjustment for non-cash items primarily consisted of stock-based compensation of $3.8 million, amortization of premiums and discounts on investments of $1.5 million, and amortization of intangible assets and other of $866,000. The changes in operating assets and liabilities primarily consisted of an increase in accounts receivable, net of $5.1 million due to an increase in revenues, partially offset by increases in deferred revenue of $3.1 million due to an increase in sales of services for which revenues are recognized ratably and accounts payable, accrued compensation and other accrued liabilities of $1.9 million due to the timing of payments.

Investing Activities

Net cash provided by (used in) investing activities was $(19.4) million for the year ended December 31, 2013, $3.2 million for the year ended December 31, 2012, and $14.5 million for the year ended December 31, 2011. Net cash used in investing activities in 2013 was primarily due to purchases of investments of $61.8 million offset by sales and maturities of investments of $42.6 million, and purchases of property and equipment of $221,000. Net cash provided by investing activities in 2012 was primarily due to sales and maturities investments of $42.9 million offset by the purchases of investments of $37.8 million, acquisition of RightHand IT Corporation for $1.3 million and purchases of property and equipment of $523,000. Net cash provided by investing activities in 2011 was primarily due to sales and maturities of investment of $74.0 million offset by the purchases of investments of $50.8 million, acquisition of SUPERAntiSpyware for $8.4 million and purchases of property and equipment of $279,000.

Financing Activities

Net cash provided by financing activities was $6.9 million for the year ended December 31, 2013, $3.5 million for the year ended December 31, 2012, and $516,000 for the year ended December 31, 2011. Net cash provided by financing activities in 2013 was from the proceeds of exercises of employee stock options and the purchase of common stock under employee stock purchase plans of $11.0 million offset by the repurchase of shares of $4.1 million (net repurchase of $1.8 million after considering proceeds from the exercise of stock options that resulted in shares that were repurchased). In 2012 and 2011, cash generated by financing activities was primarily attributable to the exercise of employee stock options and the purchase of common stock under employee stock purchase plans.

Working Capital and Capital Expenditure Requirements

At December 31, 2013, we had stockholders' equity of $95.4 million and working capital of $78.0 million. We believe that our existing cash balances will be sufficient to meet our working capital requirements for at least the next 12 months. In 2014, we expect our capital expenditures to be determined by the investment in our Nexus Platform.

If we require additional capital resources to grow our business internally or to acquire complementary technologies and businesses at any time in the future, we may seek to sell additional equity or debt securities. The sale of additional equity could result in more dilution to our stockholders.

We plan to continue to make investments in our business during 2014. We believe these investments are essential to creating sustainable growth in our business in the future. Additionally, we may choose to acquire other businesses or complimentary technologies to enhance our product capabilities and such acquisitions would likely require the use of cash.

Contractual Obligations

The following table summarizes our contractual obligations at December 31, 2013 and the effect these contractual obligations are expected to have on our liquidity and cash flows in future periods (in thousands):

	Payments Due By Period			
	Total	Less than 1 year	1 - 3 Years	More than 3 Years
Operating leases	$ 1,385	$ 440	$ 883	$ 62

These obligations are for non-cancelable operating leases including our headquarters office and offices to carry out research and development and operations globally.

Off-Balance Sheet Arrangements

At December 31, 2013, we did not have any significant off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K.

Recent Accounting Pronouncements

In July 2013, the FASB issued ASU No. 2013-11, Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. This new guidance provides specific financial statement presentation requirements of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The guidance states that an unrecognized tax benefit in those circumstances should be presented as a reduction to the deferred tax asset. The guidance was adopted and effective during 2013 fiscal year and interim periods during 2013 fiscal year. The adoption of this guidance did not have an impact on our consolidated financial results of operations or financial condition.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Interest Rate and Market Risk

The value and liquidity of the securities in which we invest could deteriorate rapidly and the issuers of such securities could be subject to credit rating downgrades. We actively monitor market conditions and developments specific to the securities and security classes in which we invest. While we believe we take prudent measures to mitigate investment related risks, such risks cannot be fully eliminated, as there are circumstances outside of our control.

The primary objective of our investment activities is to preserve principal while at the same time maximizing the income we receive from our investments without significantly increasing risk. To achieve this objective, we invest our excess cash in a variety of securities, including U.S. government agency securities, corporate notes and bonds, commercial paper and money market funds. These securities are classified as available-for-sale. Consequently, our available-for-sale securities are recorded on the consolidated balance sheets at fair value with unrealized gains or losses reported as a separate component of accumulated other comprehensive loss within stockholder's equity. Our holdings of the securities of any one issuer, except government agencies, do not exceed 10% of our portfolio. We do not utilize derivative financial instruments to manage our interest rate risks.

As of December 31, 2013, we held $44.0 million in short-term investments (excluding cash and cash equivalents), which consisted primarily of government debt securities, corporate notes and bonds, and commercial paper. The weighted average interest rate of our portfolio was approximately 0.26% at December 31, 2013. A decline in interest rates over time would reduce our interest income from our investments. A hypothetical 10% increase or decrease in interest rates, however, would not have a material impact adverse effect on our financial condition.

As of December 31, 2012, we held $25.5 million in investments (excluding cash and cash equivalents), which consisted primarily of government debt securities, corporate notes and bonds, and commercial paper. The weighted average interest rate of our portfolio was approximately 0.34% at December 31, 2012. A decline in interest rates over time would reduce our interest income from our investments. A hypothetical 10% increase or decrease in interest rates, however, would not have a material impact adverse effect on our financial condition.

Impact of Foreign Currency Rate Changes

The functional currencies of our international operating subsidiaries are the local currencies. We translate the assets and liabilities of our foreign subsidiaries at the exchange rates in effect on the balance sheet date. We translate their income and expenses at the average rates of exchange in effect during the period. We include translation gains and losses in the stockholders' equity section of our consolidated balance sheets. We include net gains and losses resulting from foreign exchange transactions in interest income and other in our consolidated statements of operations. Since we translate foreign currencies (primarily Canadian dollars and Indian rupees) into U.S. dollars for a small portion of our operations, currency fluctuations have had an immaterial impact on our consolidated statements of operations. We have both revenue and expenses that are denominated in foreign currencies. Neither a weaker or stronger U.S. dollar environment would have a material impact on our consolidated statement of operations. The historical impact of currency fluctuations on our consolidated statements of operations has generally been immaterial. As of December 31, 2013, we did not engage in foreign currency hedging activities.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

SUPPORT.COM, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of
Support.com, Inc.

We have audited the accompanying consolidated balance sheets of Support.com, Inc. as of December 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2013. 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, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Support.com, Inc. at December 31, 2013 and 2012, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2013, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Support.com, Inc.'s internal control over financial reporting as of December 31, 2013, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated March 7, 2014 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

San Francisco, California
March 7, 2014

SUPPORT.COM, INC.

CONSOLIDATED BALANCE SHEETS

(in thousands except share and per share data)

	December 31, 2013	December 31, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	$ 28,390	$ 30,852
Short-term investments	43,967	25,498
Accounts receivable, less allowance of $0 and $2 at December 31, 2013 and 2012, respectively	13,993	9,689
Prepaid expenses and other current assets	1,322	1,359
Total current assets	87,672	67,398
Property and equipment, net	461	591
Purchased technology, net	—	62
Goodwill	14,240	14,240
Intangible assets, net	3,454	4,775
Other assets	1,072	1,193
Total assets	$ 106,899	$ 88,259
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 860	$ 444
Accrued compensation	2,157	1,609
Other accrued liabilities	3,359	3,969
Short-term deferred revenue	3,323	6,618
Total current liabilities	9,699	12,640
Long-term deferred revenue	50	35
Other long-term liabilities	1,754	1,421
Total liabilities	11,503	14,096
Commitments and contingencies (Note 6)		
Stockholders' equity:		
Common stock; par value $0.0001, 150,000,000 shares authorized; ; 54,474,594 issued and 53,281,996 outstanding at December 31, 2013; 50,002,587 issued and 49,809,989 outstanding at December 31, 2012	5	5
Additional paid-in capital	258,291	242,954
Treasury Stock	(5,036)	(922)
Accumulated other comprehensive loss	(1,874)	(1,501)
Accumulated deficit	(155,990)	(166,373)
Total stockholders' equity	95,396	74,163
Total liabilities and stockholders' equity	$ 106,899	$ 88,259

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands except per share data)

	Year Ended December 31,		
	2013	**2012**	**2011**
Revenue:			
Services	$ 73,852	$ 57,622	$ 37,248
Software and other	14,311	14,332	16,591
Total revenue	88,163	71,954	53,839
Costs of revenue:			
Cost of services	43,208	37,343	29,919
Cost of software and other	1,172	1,421	1,744
Total cost of revenue	44,380	38,764	31,663
Gross profit	43,783	33,190	22,176
Operating expenses:			
Research and development	5,735	6,773	6,057
Sales and marketing	14,599	18,285	21,791
General and administrative	11,376	12,234	12,005
Amortization of intangible assets and other	1,321	1,522	866
Total operating expenses	33,031	38,814	40,719
Income (loss) from operations	10,752	(5,624)	(18,543)
Interest income and other, net	369	297	455
Income (loss) from continuing operations, before income taxes	11,121	(5,327)	(18,088)
Income tax provision	772	208	401
Income (loss) from continuing operations, after income taxes	10,349	(5,535)	(18,489)
Income (loss) from discontinued operations, after income taxes	34	111	(151)
Net income (loss)	$ 10,383	$ (5,424)	$ (18,640)
Basic earnings (loss) per share:			
Continuing operations, after income taxes	$ 0.20	$ (0.11)	$ (0.39)
Discontinued operations, after income taxes	0.00	0.00	(0.00)
Basic net earnings (loss) per share	$ 0.20	$ (0.11)	$ (0.39)
Diluted earnings (loss) per share:			
Continuing operations, after income taxes	$ 0.19	$ (0.11)	$ (0.39)
Discontinued operations, after income taxes	0.00	0.00	(0.00)
Diluted net earnings (loss) per share	$ 0.19	$ (0.11)	$ (0.39)
Shares used in computing basic net earnings (loss) per share	51,553	48,798	48,288
Shares used in computing diluted net earnings (loss) per share	53,825	48,798	48,288

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(in thousands)

	Year Ended December 31,		
	2013	**2012**	**2011**
Net income (loss)	$ 10,383	$ (5,424)	$ (18,640)
Other comprehensive income (loss):			
Change in foreign currency translation adjustment	(357)	(114)	(182)
Change in net unrealized gain (loss) on investments	(16)	311	(185)
Other comprehensive income (loss)	(373)	197	(367)
Comprehensive income (loss)	$ 10,010	$ (5,227)	$ (19,007)

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(in thousands except share data)

	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount					
Balances at December 31, 2010	48,142,145	$ 5	$ 230,614	$ (922)	$ (1,331)	$ (142,309)	$ 86,057
Net loss	—	—	—	—	—	(18,640)	(18,640)
Other comprehensive loss	—			—	(367)	—	(367)
Stock-based compensation expense	—	—	3,769	—	—	—	3,769
Issuance of common stock upon exercise of stock options for cash	190,480	—	450	—	—	—	450
Issuance of common stock under employee stock purchase plan	35,851	—	66	—	—	—	66
Balances at December 31, 2011	48,368,476	5	234,899	(922)	(1,698)	(160,949)	71,335
Net loss	—	—	—	—	—	(5,424)	(5,424)
Other comprehensive income	—		—	—	197	—	197
Stock-based compensation expense	—	—	4,525	—	—	—	4,525
Issuance of common stock upon exercise of stock options for cash	1,357,431	—	3,351	—	—	—	3,351
Issuance of common stock under employee stock purchase plan	84,082	—	179	—	—	—	179
Balances at December 31, 2012	49,809,989	5	242,954	(922)	(1,501)	(166,373)	74,163
Net income	—	—	—	—	—	10,383	10,383
Other comprehensive loss	—		—	—	(373)	—	(373)
Stock-based compensation expense	—	—	3,481	—	—	—	3,481

Issuance of common stock upon exercise of stock options for cash	4,392,786	—	8,435	—	—	—	8,435
Issuance of common stock under employee stock purchase plan	79,221	—	290	—	—	—	290
Repurchase of common stock	(1,000,000)	—	2,320	(4,114)	—	—	(1,794)
Warrant-related charges	—	—	777	—	—	—	777
Utilized excess tax benefit	—	—	34	—	—	—	34
Balances at December 31, 2013	53,281,996	$ 5	$ 258,291	$ (5,036)	$ (1,874)	$ (155,990)	$ 95,396

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands)

	Year Ended December 31,		
	2013	**2012**	**2011**
Operating activities:			
Net income (loss)	$ 10,383	$ (5,424)	$ (18,640)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Stock-based compensation expense	3,481	4,525	3,769
Amortization of intangible assets and other	1,321	1,522	866
Warrant-related charges	777	—	—
Amortization of premiums and discounts on investments	646	588	1,451
Depreciation	351	503	438
Amortization of purchased technology	62	81	83
Utilized excess tax benefit	34	—	—
Loss on cumulative translation adjustment on discontinued operations	—	—	284
Realized gain on investments	—	—	(7)
Changes in assets and liabilities:			
Accounts receivable, net	(4,304)	747	(5,146)
Prepaid expenses and other current assets	32	(342)	544
Other assets	76	(460)	(192)
Accounts payable	414	(752)	658
Accrued compensation	539	(67)	402
Other accrued liabilities	(623)	(527)	885
Other long-term liabilities	316	201	340
Deferred revenue	(3,295)	1,357	3,147
Net cash provided by (used in) operating activities	10,210	1,952	(11,118)
Investing activities:			
Purchases of property and equipment	(221)	(523)	(279)
Acquisition of business, net of cash acquired	—	(1,327)	(8,419)
Purchases of investments	(61,779)	(37,764)	(50,763)
Sales of investments	104	2,400	23,263
Maturities of investments	42,544	40,445	50,691
Net cash (used in) provided by investing activities	(19,352)	3,231	14,493
Financing activities:			
Proceeds from issuance of common stock	11,045	3,530	516
Repurchase of common stock	(4,114)	—	—
Net cash provided by financing activities	6,931	3,530	516
Net (decrease) increase in cash and cash equivalents	(2,211)	8,713	3,891
Effect of exchange rate changes on cash and cash equivalents	(251)	(20)	(293)
Cash and cash equivalents at beginning of period	30,852	22,159	18,561
Cash and cash equivalents at end of period	$ 28,390	$ 30,852	$ 22,159
Supplemental schedule of cash flow information:			
Cash paid for (refund of) income taxes	$ 120	$ 86	$ (89)

See accompanying notes.

SUPPORT.COM, INC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization and Summary of Significant Accounting Policies

Nature of Operations

Support.com, Inc. (“Support.com”, “the Company”, “We” or “Our”), was incorporated in the state of Delaware on December 3, 1997. Our common stock trades on the Nasdaq Global Select Market (“Nasdaq”) under the symbol “SPRT.”

Support.com is a provider of cloud-based services and software that enable technology support for a connected world. Our service programs help leading brands create new revenue streams and deepen customer relationships.

Our cloud-based Nexus Service Platform (“Nexus Platform”) enables companies to resolve connected technology issues quickly, boost their support productivity, and dramatically improve their customer experience. We offer turnkey solutions including technology and labor and we also provide the Nexus Platform separately on a software-as-a-service (“SaaS”) basis. Support.com is the choice of leading communications providers, top retailers, and other important brands in software and connected technology.

Basis of Presentation

The Consolidated Financial Statements include the accounts of Support.com and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated.

Foreign Currency Translation

The functional currency of our foreign subsidiaries is generally the local currency. Assets and liabilities of our wholly owned foreign subsidiaries are translated from their respective functional currencies at exchange rates in effect at the balance sheet date, and revenues and expenses are translated at average exchange rates prevailing during the year. Any material resulting translation adjustments are reflected as a separate component of stockholders’ equity in accumulated other comprehensive income (loss). Realized foreign currency transaction gains (losses) were not material during the years ended December 31, 2013, 2012, and 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The accounting estimates that require management’s most significant, difficult and subjective judgments include revenue recognition, the valuation of investments, the assessment of recoverability of goodwill and indefinite-lived intangible assets, the valuation and recognition of stock-based compensation and the recognition and measurement of current and deferred income tax assets and liabilities. Actual results could differ materially from these estimates.

Concentrations of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash equivalents, investments and trade accounts receivable. Our investment portfolio consists of investment grade securities. Except for obligations of the United States government and securities issued by agencies of the United States government, we diversify our investments by limiting our holdings with any individual issuer. We are exposed to credit risks in the event of default by the issuers to the extent of the amount recorded on the balance sheet. The credit risk in our trade accounts receivable is substantially mitigated by our evaluation of the customers’ financial conditions at the time we enter into business and reasonably short payment terms.

Trade Accounts Receivable and Allowance for Doubtful Accounts

Trade accounts receivable are recorded at the invoiced amount. We perform evaluations of our customers’ financial condition and generally do not require collateral. We make judgments as to our ability to collect outstanding receivables and provide allowances for a portion of receivables when collection becomes doubtful. Reserves are made based on a specific review of all significant outstanding invoices. For those invoices not specifically provided for, reserves are recorded at differing rates, based on the age of the receivable. In determining these rates, we analyze our historical collection experience and current payment trends. The determination of past-due accounts is based on contractual terms.

The following table summarizes the allowance for doubtful accounts as of December 31, 2013, 2012, and 2011 (in thousands):

	Balance at Beginning of Period	Adjustments to Costs and Expenses	Write-offs	Balance at End of Period
Allowance for doubtful accounts:				
Year ended December 31, 2011	$ 43	$ (16)	$ (7)	$ 20
Year ended December 31, 2012	$ 20	$ (18)	$ —	$ 2
Year ended December 31, 2013	$ 2	$ (5)	$ 3	$ —

As of December 31, 2013, Comcast (78%) and the combined Office Depot and OfficeMax organization (12%) accounted for 10% or more of our total accounts receivable. As of December 31, 2012, Comcast (52%) and OfficeMax (10%) accounted for 10% or more of our total accounts receivable. No other customers accounted for 10% or more of our total accounts receivable as of December 31, 2013 and 2012.

Cash, Cash Equivalents and Investments

All liquid instruments with an original maturity at the date of purchase of 90 days or less are classified as cash equivalents. Cash equivalents and short-term investments consist primarily of money market funds, certificates of deposit, commercial paper, corporate and municipal bonds. Our interest income on cash, cash equivalents and investments is recorded monthly and reported as interest income and other in our consolidated statements of operations.

Our cash equivalents and short-term investments are classified as available-for-sale, and are reported at fair value with unrealized gains/losses included in accumulated other comprehensive income within stockholders' equity on the consolidated balance sheets and in the consolidated statements of comprehensive income (loss). We view our available-for-sale portfolio as available for use in our current operations, and therefore we present our marketable securities as short-term assets.

We monitor our investments for impairment on a quarterly basis and determine whether a decline in fair value is other-than-temporary by considering factors such as current economic and market conditions, the credit rating of the security's issuer, the length of time an investment's fair value has been below our carrying value, the Company's intent to sell the security and the Company's belief that it will not be required to sell the security before the recovery of its amortized cost. If an investment's decline in fair value is deemed to be other-than-temporary, we reduce its carrying value to its estimated fair value, as determined based on quoted market prices or liquidation values. Declines in value judged to be other-than-temporary, if any, are recorded in operations as incurred. At December 31, 2013, the Company evaluated its unrealized losses on available-for-sale securities and determined them to be temporary. We currently do not intend to sell securities with unrealized losses and we concluded that we will not be required to sell these securities before the recovery of their amortized cost basis.

At December 31, 2013 and 2012, the fair value of cash, cash equivalents and investments was $72.4 million and $56.3 million, respectively. The following is a summary of cash, cash equivalents and investments at December 31, 2013 and 2012 (in thousands):

	For the Year Ended December 31, 2013			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash	$ 15,660	$ —	$ —	$ 15,660
Money market fund	11,771	—	—	11,771
Certificates of deposit	4,258	—	(2)	4,256
Commercial paper	7,298	—	—	7,298
Corporate notes and bonds	33,386	8	(22)	33,372
	72,373	8	(24)	72,357
Classified as:				
Cash and cash equivalents	28,390	—	—	28,390
Short-term investments	43,983	8	(24)	43,967
	72,373	8	(24)	72,357

	For the Year Ended December 31, 2012			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash	$ 11,116	$ —	$ —	$ 11,116
Money market fund	17,235	—	—	17,235
Certificates of deposit	1,880	—	(1)	1,879
Commercial paper	5,745	1	(1)	5,745
Corporate notes and bonds	20,172	7	(6)	20,173
U.S. government agency securities	202	—	—	202
	$ 56,350	$ 8	$ (8)	$ 56,350
Classified as:				
Cash and cash equivalents	$ 30,853	$ —	$ (1)	$ 30,852
Short-term investments	25,497	8	(7)	25,498
	$ 56,350	$ 8	$ (8)	$ 56,350

The following table summarizes the estimated fair value of our available-for-sale securities classified by the stated maturity date of the security (in thousands):

	December 31,	
	2013	2012
Due within one year	$ 34,916	$ 23,885
Due within two years	9,051	1,613
	$ 43,967	$ 25,498

We determined that the gross unrealized losses on our available-for-sale investments as of December 31, 2013 are temporary in nature. The fair value of our available-for-sale securities at December 31, 2013 and 2012 reflects a net unrealized loss of $16,000 and zero, respectively. There were no net realized gains (losses) on available-for-sale securities in the years ended December 31, 2013 and 2012. The cost of securities sold is based on the specific identification method.

The following table sets forth the unrealized losses for the Company's available-for-sale investments as of December 31, 2013 and 2012 (in thousands):

As of December 31, 2013	In Loss Position Less Than 12 Months		In Loss Position More Than 12 Months		Total In Loss Position	
Description	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Certificate of deposits	$ 3,776	$ (2)	$ —	$ —	$ 3,776	$ (2)
Corporate notes and bonds	14,047	(10)	8,542	(12)	22,589	(22)
Total	$ 17,823	$ (12)	$ 8,542	$ (12)	$ 26,366	$ (24)

As of December 31, 2012	In Loss Position Less Than 12 Months		In Loss Position More Than 12 Months		Total In Loss Position	
Description	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Certificate of deposits	$ 1,159	$ (1)	$ —	$ —	$ 1,159	$ (1)
Commercial paper	3,498	(1)	—	—	3,498	(1)
Corporate notes and bonds	12,045	(4)	1,613	(2)	13,658	(6)
Total	$ 16,702	$ (6)	$ 1,613	$ (2)	$ 18,315	$ (8)

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation which is determined using the straight-line method over the estimated useful lives of two years for computer equipment and software, three years for furniture and fixtures, and the shorter of the estimated useful lives or the lease term for leasehold improvements. Repairs and maintenance costs are expensed as they are incurred.

Goodwill

We test goodwill for impairment annually on September 30 and whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable in accordance with Accounting Standards Codification ("ASC") 350, *Intangibles - Goodwill and Other*. Consistent with our assessment that we have only one reporting segment, we test goodwill for impairment at the entity level. We test goodwill using the two-step process required by ASC 350. In the first step, we compare the carrying value of the reporting unit to the fair value based on quoted market prices of our common stock. If the fair value of the reporting unit exceeds the carrying value, goodwill is not considered impaired and no further testing is required. If the carrying value of the reporting unit exceeds the fair value, goodwill is potentially impaired and the second step of the impairment test must be performed. In the second step, we compare the implied fair value of the goodwill, as defined by ASC 350, to the carrying amount to determine the impairment loss, if any.

We conduct our annual evaluation for impairment of goodwill on September 30. No goodwill impairment charges have been recorded through December 31, 2013.

Intangible Assets

We record purchased intangible assets at fair value. Useful life is estimated as the period over which the assets are expected to contribute directly or indirectly to the future cash flows of the Company. As we do not believe that we can reliably determine a pattern by which the economic benefits of these assets will be consumed, management adopted straight-line amortization in accordance with ASC 350. The original cost is amortized on a straight-line basis over the estimated useful life of each asset.

We assess the impairment of identifiable intangible assets annually and whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss would be recognized when the sum of the future net cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying amount. If our estimates regarding future cash flows derived from such assets were to change, we may record an impairment charge to the value of these assets. Such impairment loss would be measured as the difference between the carrying amount of the asset and its fair value.

Revenue Recognition

For all transactions, we recognize revenue only when all of the following criteria are met:

- Persuasive evidence of an arrangement exists;
- Delivery has occurred;
- Collection is considered probable; and
- The fees are fixed or determinable.

We consider all arrangements with payment terms longer than 90 days not to be fixed or determinable. If the fee is considered not to be fixed or determinable, revenue is recognized as payment becomes due from the customer provided all other revenue recognition criteria have been met.

Services Revenue

Services revenue is comprised primarily of fees for technology support services. Our service programs are designed for both the consumer and small business markets, and include computer and mobile device set-up, security and support, virus and malware removal, wireless network set-up, security and support, and home security and automation system onboarding and support.

We offer technology services to consumers and small businesses, primarily through our partners (which include communications providers, retailers, technology companies and others) and to a lesser degree directly through our website at www.support.com. We transact with customers via reseller programs, referral programs and direct transactions. In reseller programs, the partner generally executes the financial transactions with the customer and pays a fee to us which we recognize as revenue when the service is delivered. In referral programs, we transact with the customer directly and pay a referral fee to the referring party. Referral fees are generally expensed in the period in which revenues are recognized. In such instances, since we are the primary obligor and bear substantially all risks associated with the transaction, we record the gross amount of revenue. In direct transactions, we sell directly to the customer at the retail price.

The technology services described above include four types of offerings:

- Subscriptions - Customers purchase subscriptions or “service plans” under which certain services are provided over a fixed subscription period. Revenues for subscriptions are recognized ratably over the respective subscription periods.

- Incident-Based Services - Customers purchase a discrete, one-time service. Revenue recognition occurs at the time of service delivery. Fees paid for services sold but not yet delivered are recorded as deferred revenue and recognized at the time of service delivery.

- Service Cards / Gift Cards - Customers purchase a service card or a gift card, which entitles the cardholder to redeem a certain service at a time of their choosing. For these sales, revenue is deferred until the card has been redeemed and the service has been provided.

- Hourly-Based Services - In connection with the provisions of certain services programs, fees are calculated based on contracted hourly rates with partners. For these programs, we recognize revenue as services are performed, based on billable hours of work delivered by our technology specialists. These services programs also include performance standards, which may result in incentives or penalties, which are recognized as earned or incurred.

In certain cases, we are paid for services that are sold but not yet delivered. We initially record such balances as deferred revenue, and recognize revenue when the service has been provided or, on the non-subscription portion of these balances, when the likelihood of the service being redeemed by the customer is remote (“services breakage”). Based on our historical redemption patterns for these relationships, we believe that the likelihood of a service being delivered more than 90 days after sale is remote. We therefore recognize non-subscription deferred revenue balances older than 90 days as services revenue. For the years ended December 31, 2013, 2012 and 2011, services breakage revenue accounted for approximately 1% of our total revenue.

Partners are generally invoiced monthly. Fees from customers via referral programs and direct transactions are generally paid with a credit card at the time of sale. Revenue is recognized net of any applicable sales tax.

Services revenue also includes fees from implementation services of our Nexus Platform, typically covering integration to other customer systems. We generally charge for these services on a time and material basis.

We generally provide a refund period on services, during which refunds may be granted to customers under certain circumstances, including inability to resolve certain support issues. For our partnerships, the refund period varies by partner, but is generally between 5 and 14 days. For referral programs and direct transactions, the refund period is generally 5 days. For all channels, we recognize revenue net of refunds and cancellations during the period. Refunds and cancellations have not been material.

Software and Other Revenue

Software and other revenue is comprised primarily of fees for end-user software products provided through direct customer downloads and through the sale of these end-user software products via partners as well as the licensing of our Nexus Platform. Our software is sold to customers as a perpetual license or as a fixed period subscription. We act as the primary obligor and generally control fulfillment, pricing, product requirements, and collection risk and therefore we record the gross amount of revenue. We provide a 30-day money back guarantee for the majority of our end-user software products.

For certain end-user software products, we sell perpetual licenses. We provide a limited amount of free technical support to customers. Since the cost of providing this free technical support is insignificant and free product enhancements are minimal and infrequent, we do not defer the recognition of revenue associated with sales of these products.

For certain of our end-user software products (principally SUPERAntiSpyware), we sell licenses for a fixed subscription period. We provide regular, significant updates over the subscription period and therefore recognize revenue for these products ratably over the subscription period.

Other revenue consists primarily of revenue generated through partners advertising to our customer base in various forms, including toolbar advertising, email marketing, and free trial offers. We recognize other revenue in the period in which our partners notify us that the revenue has been earned.

Software and other revenue also includes fees from licensing our Nexus Platform. In such arrangements, customers receive a right to use our platform in their own technology support organizations. We license the Nexus Platform using a SaaS model under which customers cannot take possession of the technology and pay us on a per-user per-month basis during the term of the arrangement. Revenue from licensing of our Nexus Platform was approximately 7% of software and other revenue for the year ended December 31, 2013.

Research and Development

Research and development expenditures are charged to operations as they are incurred.

Software Development Costs

Based on our product development process, technological feasibility is established on the completion of a working model. The Company determined that technological feasibility is reached shortly before the product is ready for general release and therefore development costs incurred have been insignificant. Accordingly, we have charged all such costs to research and development expense in the period in which they were incurred in the consolidated statements of operations.

Purchased Technology for Internal Use

We capitalize costs related to software that we license and incorporate into our product and service offerings or develop for internal use.

In July 2009, we acquired purchased technology for $350,000 and recorded amortization expense related to this technology of $62,000, $81,000, and $83,000 in 2013, 2012, and 2011, respectively. We recorded an impairment charge in connection with the development of software for internal use in general and administrative expenses in our consolidated statement of operations of zero and $70,000 during the years ended December 31, 2013 and 2012, respectively.

Advertising Costs

Advertising costs are recorded as sales and marketing expense in the period in which they are incurred. Advertising expense was $9.2 million, $8.2 million, and $10.8 million for the years ended December 31, 2013, 2012, and 2011, respectively.

Earnings (Loss) Per Share

Basic earnings (loss) per share is computed using our net income (loss) and the weighted average number of common shares outstanding during the reporting period. Diluted earnings (loss) per share is computed using our net income (loss) and the weighted average number of common shares outstanding, including the effect of the potential common shares issuable upon exercise of outstanding stock options, vesting of Restricted Stock Units ("RSUs") and Employee Stock Purchase Plan ("ESPP") by using the treasury stock method when dilutive. For the years ended December 31, 2012 and 2011, 1.5 million and 2.9 million outstanding options and restricted stock units, respectively, were excluded from the computation of diluted net loss per share since their effect would have been anti-dilutive. For the years ended December 31, 2013, 2012 and 2011, 1.5 million, 2.9 million, and 2.9 million outstanding weighted average stock options and warrants, respectively, were excluded from the calculation of diluted earnings (loss) per common share because the exercise prices of these stock options were greater than or equal to the average market value of the common stock. These stock options and warrants could be included in the calculation in the future if the average market value of the common stock increases and is greater than the exercise price of these stock options.

The following table sets forth the computation of basic and diluted net earnings (loss) per share (in thousands, except per share amounts):

	Year Ended December 31,		
	2013	2012	2011
Net income (loss)	$ 10,383	$ (5,424)	$ (18,640)
Basic:			
Weighted-average shares of common stock outstanding	51,553	48,798	48,288
Shares used in computing basic net earnings (loss) per share	51,553	48,798	48,288
Basic net earnings (loss) per share	$ 0.20	$ (0.11)	$ (0.39)
Diluted:			
Weighted-average shares of common stock outstanding	51,553	48,798	48,288
Add: Common equivalent shares outstanding	2,272	—	—
Shares used in computing diluted net earnings (loss) per share	53,825	48,798	48,288
Diluted net earnings (loss) per share	$ 0.19	$ (0.11)	$ (0.39)

Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss relate entirely to accumulated foreign currency translation losses associated with our foreign subsidiaries and unrealized gains (losses) on investments. Accumulated currency translation losses were $1.9 million and $1.5 million as of December 31, 2013 and 2012, respectively, and accumulated unrealized gains (losses) on investments were $(16,000) and zero as of December 31, 2013 and 2012, respectively.

The amounts noted in the consolidated statements of comprehensive loss are shown before taking into account the related income tax impact. The income tax effect allocated to each component of other comprehensive income for each of the periods presented is not significant.

Stock-Based Compensation

We apply the provisions of ASC 718, *Compensation - Stock Compensation,* which requires the measurement and recognition of compensation expense for all stock-based payment awards, including grants of stock and options to purchase stock, made to employees and directors based on estimated fair values.

Determining Fair Value of Share-Based Payments

Valuation and Attribution Method: Stock-based compensation expense for stock options and ESPP is estimated at the date of grant based on the fair value of awards using the *Black-Scholes-Merton* option pricing model. Stock-based compensation expense for RSUs is estimated at the date of grant based on the number of shares granted and the quoted price of the Company's common stock on the grant date. Stock options vest on a graded schedule; however we recognize the expense on a straight-line basis over the requisite service period, which is generally four years for stock options, three years or four years for RSUs and six months for ESPP, net of estimated forfeitures. These limitations require that on any date the compensation cost recognized is at least equal to the portion of the grant-date fair value of the award that is vested at that date. The Company estimates pre-vesting forfeitures at the time of grant by analyzing historical data and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. The total expense recognized over the vesting period will only be for those awards that ultimately vest.

During the year ended December 31, 2013, RSUs were granted to certain key executives. These RSUs vest upon the satisfaction of a service condition and, for certain grants, a performance condition. The service condition for these awards is satisfied over three years. The performance condition was based on specified annual targets for fiscal year 2013. We recognize share-based compensation expense for the portion of the RSUs that had met the service and performance condition based on the accelerated attribution method (net of estimated forfeitures).

Risk-free Interest Rate: We base our risk-free interest rate on the yield currently available on U.S. Treasury zero coupon issues for the expected term of the stock options.

Expected Term: Our expected term represents the period that our stock options are expected to be outstanding and is determined based on historical experience of similar stock options considering the contractual terms of the stock options, vesting schedules and expectations of future employee behavior.

Expected Volatility: Our expected volatility represents the amount by which the stock price is expected to fluctuate throughout the period that the stock option is outstanding. The expected volatility is based on the historical volatility of the Company's stock.

Expected Dividend: We use a dividend yield of zero, as we have never paid cash dividends and do not expect to pay dividends in the future.

The fair value of our stock-based awards was estimated using the following weighted average assumptions for the years ended December 31, 2013, 2012, and 2011:

	Stock Option Plan			Employee Stock Purchase Plan		
	2013	2012	2011	2013	2012	2011
Risk-free interest rate	0.9%	0.6%	1.0%	0.1%	0.1%	0%
Expected term (in years)	3.7	3.7	3.6	0.5	0.5	0.5
Volatility	57.5%	57.2%	59.2%	48.37%	62.3%	75.3%
Expected dividend	0%	0%	0%	0%	0%	0%
Weighted average grant-date fair value	$ 2.02	$ 1.30	$ 1.63	$ 1.24	$ 1.15	$ 0.77

On December 13, 2012, the Compensation Committee of the Board of Directors extended the term of 700,000 stock options granted to the Company's Chief Executive Officer and President. The stock options were granted on April 6, 2006, and were originally scheduled to expire on April 6, 2013. After the extension, the stock options will expire on April 6, 2016. The stock options were granted under the Company's Amended and Restated 1998 Stock Option Plan. At the time of the extension, the exercise price of the stock options exceeded the current fair market value of the Company's common shares. No other terms of the stock options were modified. As part of the modification of the stock options, the Company recorded incremental stock-based compensation expense of approximately $810,000 in the fourth quarter of 2012.

We recorded the following stock-based compensation expense for the fiscal years ended December 31, 2013, 2012, and 2011 (in thousands):

	For the Year Ended December 31,		
	2013	2012	2011
Stock-based compensation expense related to grants of:			
Stock options	$ 1,642	$ 4,276	$ 3,725
ESPP	106	80	44
RSU	1,733	169	—
	$ 3,481	$ 4,525	$ 3,769
Stock-based compensation expense recognized in:			
Cost of service	$ 332	$ 354	$ 245
Cost of software and others	12	26	29
Research and development	766	1,019	816
Sales and marketing	412	483	586
General and administrative	1,959	2,643	2,093
	$ 3,481	$ 4,525	$ 3,769

Cash proceeds from the issuance of common stock net of repurchase of common stock were $6.9 million, $3.5 million, and $516,000 for the years ended December 31, 2013, 2012, and 2011, respectively. An income tax benefit of $34,000 was realized from stock option exercises during the year ended December 31, 2013. No income tax benefit was realized from stock option exercises during the years ended December 31, 2012 and 2011. In accordance with ASC 718, we present excess tax benefits from the exercise of stock options, if any, as net cash generated in financing activities.

Income Taxes

Income taxes are accounted for under the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and operating losses and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be reversed or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statements of operations in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets, if it is more likely than not, that such assets will not be realized.

Warranties and Indemnifications

We generally provide a refund period on sales, during which refunds may be granted to customers under certain circumstances, including our inability to resolve certain support issues. For our partnerships, the refund period varies by partner, but is generally between 5 and 14 days. For the majority of our end-user software products, we provide a 30-day money back guarantee. For referral programs and direct transactions, the refund period is generally 5 days. For all channels, we recognize revenue net of refunds and cancellations during the period. Refunds and cancellations have not been material to date.

We generally agree to indemnify our customers against legal claims that our end-user software products infringe certain third party intellectual property rights. As of December 31, 2013, we have not been required to make any payment resulting from infringement claims asserted against our customers and have not recorded any related accruals.

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures,* defines fair value, establishes a framework for measuring fair value under generally accepted accounting principles and enhances disclosures about fair value measurements. Fair value is defined under ASC 820 as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value, which are the following:

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

- Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In accordance with ASC 820, the following table represents our fair value hierarchy for our financial assets (cash equivalents and investments) measured at fair value on a recurring basis as of December 31, 2013 and 2012 (in thousands):

As of December 31, 2013	**Level 1**	**Level 2**	**Level 3**	**Total**
Money market funds	$ 11,771	$ —	$ —	$ 11,771
Certificates of deposits	4,256	—	—	4,256
Commercial paper	—	7,298	—	7,298
Corporate notes and bonds	—	33,372	—	33,372
Total	$ 16,027	$ 40,670	$ —	$ 56,697

As of December 31, 2012	**Level 1**	**Level 2**	**Level 3**	**Total**
Money market funds	$ 17,235	$ —	$ —	$ 17,235
Certificates of deposits	1,879	—	—	1,879
Commercial paper	—	5,745	—	5,745
Corporate notes and bonds	—	20,173	—	20,173
U.S. government agency securities	—	202	—	202
Total	$ 19,114	$ 26,120	$ —	$ 45,234

For short-term investments, measured at fair value using Level 2 inputs, we review trading activity and pricing for these investments as of the measurement date. When sufficient quoted pricing for identical securities is not available, we use market pricing and other observable market inputs for similar securities obtained from various third party data providers. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data. There have been no transfers between Level 1 and Level 2 measurements during the years ended December 31, 2013 and 2012, respectively.

Segment Information

In accordance with ASC 280, *Segment Reporting*, the Company reports its operations as a single operating segment.Our Chief Operating Decision Maker ("CODM"), our Chief Executive Officer, manages our operations on a consolidated basis for purposes of allocating resources. When evaluating performance and allocating resources, the CODM reviews financial information presented on a consolidated basis.

Revenue from customers located outside the United States was less than 1% of total revenue and accounted for approximately $38,000, $309,000, and $366,000 for the years ended December 31, 2013, 2012, and 2011, respectively.

For the year ended December 31, 2013, Comcast (53%) accounted for 10% or more of our total revenue. Had the Office Depot and OfficeMax merger been effective throughout the year ended December 31, 2013, the combined entity would have accounted for 18% of our total revenue. For the year ended December 31, 2012, Comcast (35%), Office Depot (12%), OfficeMax (12%) and Staples (10%) accounted for 10% or more of our total revenue. For the year ended December 31, 2011, Office Depot (23%), Staples (15%) and Comcast (14%) accounted for 10% or more of our total revenue. There were no other customers that accounted for 10% or more of our total revenue in any of the periods presented.

Long-lived assets are attributed to the geographic location in which they are located. We include in long-lived assets all tangible assets. Long-lived assets regarding geographic areas are as follows (in thousands):

	December 31,	
	2013	2012
United States	$ 419	$ 552
India	42	39
Total	$ 461	$ 591

Recent Accounting Pronouncements

In July 2013, the FASB issued ASU No. 2013-11, Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. This new guidance provides specific financial statement presentation requirements of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The guidance states that an unrecognized tax benefit in those circumstances should be presented as a reduction to the deferred tax asset. The guidance was adopted and effective during 2013 fiscal year and interim periods during 2013 fiscal year. The adoption of this guidance did not have an impact on the Company's consolidated financial results of operations or financial condition.

Note 2. Warrants

On October 25, 2010, we entered into a Support Services Agreement (the "Customer Agreement") with Comcast Cable Communications Management, LLC ("Comcast") under which Support.com provides technology support services to customers of Comcast in exchange for fees. In connection with the Customer Agreement, Support.com and Comcast entered into a Warrant Agreement, under which Support.com agreed to issue to Comcast warrants to purchase up to 975,000 shares of Support.com common stock in the future in the event that Comcast meets specified sales milestones under the Customer Agreement. Each warrant, if issued, will have an exercise price per share of $4.9498 and a term of three years from issuance. On September 27, 2011, the Company and Comcast amended the Warrant Agreement to extend the expiration date for the performance milestones while maintaining the previously agreed revenue thresholds. The warrants will be valued as they are earned, and the resulting value will be recorded as a charge against revenue in the period in which the performance milestone is met and the warrant is earned. During the third and fourth quarters of 2013, the performance milestones for the first and second tranche of warrants were met, respectively. Therefore, we issued to Comcast warrants to purchase a total of 490,000 shares of our common stock and recorded warrant-related charges of $777,000 against revenue for the year ended December 31, 2013. The value of the first and second tranche of warrants was estimated using the following weighted-average assumptions: risk-free interest rate of 0.74%, expected term of 3 years, volatility of 59.12% and expected dividend of 0%.

Note 3. Business Combination

RightHand IT Corporation

On January 13, 2012, we executed an Asset Purchase Agreement to acquire certain assets and assume certain liabilities of RightHand IT Corporation ("RHIT"), a managed service provider for small business located in Louisville, Colorado. No stock was acquired as part of the transaction. The acquisition deepened our small business expertise and enabled us to grow our business by providing services to small business customers.

We engaged an independent third-party appraisal firm to assist in determining the fair value of assets acquired and liabilities assumed from the transaction. Such a valuation requires management to make significant estimates, especially with respect to intangible assets. These estimates are based on historical experience and information obtained from the management of the acquired company. We placed value on RHIT's existing customer relationships, as well as non-compete agreements signed by certain key employees. The purchase price for RHIT exceeded the fair value of RHIT's net tangible and intangible assets acquired. As a result, we have recorded goodwill in connection with this transaction. The amortization of this goodwill is deductible for tax purposes.

We paid a total of $1.4 million in cash including $300,000 held in escrow against payment of a milestone-based earn-out. The earn-out consisted of two criteria-based milestones that were met by specific dates through 2012. The probability-weighted fair value of the $300,000 payment was $277,000. As a result, we recorded the $23,000 difference as other current assets on our condensed consolidated balance sheets. The balance of this asset was zero at December 31, 2012 since all criteria-based milestones have been achieved.

The tangible and identifiable intangible assets acquired and liabilities assumed, and resulting goodwill are summarized below. The financial information presented includes purchase accounting adjustments to the tangible and intangible assets:

	Amount (in thousands)	Amortization Period
Accounts receivable	$ 151	
Prepaid expenses and other current assets	46	
Total current assets	197	
Property and equipment, net	108	
Other assets	28	
Acquired assets	333	
Other accrued liabilities	(106)	
Short-term deferred revenue	(49)	
Assumed liabilities	(155)	
Net assets assumed	178	
Identifiable intangible assets:		
Non-compete	70	36 months
Customer base	460	60 months
Goodwill	619	
Total purchase consideration	1,327	
Other current asset	23	
Total cash consideration	$ 1,350	

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The operating results of RHIT have been included in our accompanying condensed consolidated statements of operations from January 14, 2012, the day following acquisition. Pro-forma results of operations have not been presented because the acquisition was not material to our results of operations. In addition to the $1.4 million cash consideration, we incurred acquisition-related expenditures of approximately $33,000 through June 30, 2012, which were expensed in the periods in which they were incurred in accordance with ASC 805, *Business Combinations*. These expenses were recorded in general and administrative expense in our condensed consolidated statements of operations.

Note 4. Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation, and consist of the following as of December 31, 2013 and 2012 (in thousands):

	December 31, 2013	December 31, 2012
Computer equipment and software	$ 4,565	$ 4,380
Furniture and office equipment	185	189
Leasehold improvements	355	354
	5,105	4,924
Accumulated depreciation	(4,644)	(4,333)
	$ 461	$ 591

Depreciation expense was $351,000, $503,000, and $438,000 for the years ended December 31, 2013, 2012, and 2011, respectively.

Note 5. Intangible Assets

Amortization expense related to intangible assets was $1.3 million, $1.5 million, and $866,000 for the years ended December 31, 2013, 2012 and 2011.

In December 2006, we acquired the use of a toll-free telephone number for cash consideration of $250,000. This asset has an indefinite useful life. The intangible asset is tested for impairment annually or more often if events or changes in circumstances indicate that the carrying value may not be recoverable.

The following table summarizes the components of intangible assets (in thousands):

	Non-compete	Partner Relationships	Customer Base	Technology Rights	Tradenames	Indefinite Life Intangibles	Total
As of December 31, 2013							
Gross carrying value	$ 593	$ 145	$ 641	$ 5,330	$ 760	$ 250	$ 7,719
Accumulated amortization	(477)	(145)	(361)	(2,689)	(593)	—	(4,265)
Net carrying value	$ 116	$ —	$ 280	$ 2,641	$ 167	$ 250	$ 3,454
As of December 31, 2012							
Gross carrying value	$ 593	$ 145	$ 641	$ 5,330	$ 760	$ 250	$ 7,719
Accumulated amortization	(426)	(145)	(238)	(1,700)	(434)	—	(2,944)
Net carrying value	$ 167	$ —	$ 403	$ 3,630	$ 326	$ 250	$ 4,775

The estimated future amortization expense of intangible assets, with the exception of the indefinite-life intangible assets as of December 31, 2013 is as follows (in thousands):

Fiscal Year	Amount
2014	1,091

2015		1,069
2016		1,028
2017		16
Total	$	3,204
Weighted average remaining useful life		3.0 years

The following table summarizes the components of purchased technology (in thousands):

	As of December 31,	
	2013	2012
Purchased technology	$ 350	$ 350
Accumulated amortization	(350)	(288)
Total purchased technology, net	$ —	$ 62

Note 6. Commitments and Contingencies

Lease commitments

Headquarters office lease. On June 7, 2012, we entered into a sublease and master landlord consent agreement for our headquarters office facility located in Redwood City, California. This lease covers approximately 21,620 square feet and will expire on February 18, 2017. The lease provides for escalating payments over the term and rent expense is recognized on a straight-line basis.

Other facility leases. We lease our facilities under non-cancelable operating lease agreements, which expire at various dates through the end of 2014.

Total facility rent expense pursuant to all operating lease agreements was $602,000, $681,000, and $621,000 for the years ended December 31, 2013, 2012, and 2011, respectively.

As of December 31, 2013, minimum payments due under all non-cancelable lease agreements were as follows (in thousands):

Years ending December 31,	Operating Leases
2014	440
2015	435
2016	448
2017	62
Total minimum lease and principal payments	$ 1,385

Legal contingencies

On February 7, 2012, a lawsuit seeking class-action certification was filed against the Company in the United States District Court for the Northern District of California, No. 12-CV-00609, alleging that the design of one the Company's software products and the method of promotion to consumers constitute fraudulent inducement, breach of contract, breach of express and implied warranties, and unjust enrichment. On the same day the same plaintiffs' law firm filed another action in the United States District Court for the Southern District of New York, No. 12-CV-0963, involving similar allegations against a subsidiary of the Company and one of the Company's partners who distributes our software products, and that partner has requested indemnification under contract terms with the Company. The law firm representing the plaintiffs in both cases has filed unrelated class actions in the past against a number of major software providers with similar allegations about those providers' products. On May 30, 2013, the Company received final court approval relating to the terms of a settlement of these actions. Under the terms of the settlement, the Company offered a one-time cash payment, covered by the Company's insurance provider, to qualified class-action members; the deadline to submit a claim form concluded on February 28, 2013. In addition, the Company offered a limited free subscription to one of its software products; the deadline for redemptions concluded on August 31, 2013. Therefore, the Company reversed a previous accrual of $57,000 associated with these actions and recorded a benefit in the same amount within interest income and other, net in the consolidated statements of operations for the year ended December 31, 2013. The Company denies any wrongdoing or liability and entered into the settlement to minimize the costs of defense.

We are also subject to other routine legal proceedings, as well as demands, claims and threatened litigation, that arise in the normal course of our business, potentially including assertions that we may be infringing patents or other intellectual property rights of others. We currently do not believe that the ultimate amount of liability, if any, for any pending claims of any type (alone or combined) will materially affect our financial position, results of operations or cash flows. The ultimate outcome of any litigation is uncertain, however, and unfavorable outcomes could have a material negative impact on our financial condition and operating results. Regardless of outcome, litigation can have an adverse impact on us because of defense costs, negative publicity, diversion of management resources and other factors.

Guarantees

We have identified guarantees in accordance with ASC 450. This guidance stipulates that an entity must recognize an initial liability for the fair value, or market value, of the obligation it assumes under the guarantee at the time it issues such a guarantee, and must disclose that information in its interim and annual financial statements. We have entered into various service level agreements with our partners, in which we may guarantee the maintenance of certain service level thresholds. Under some circumstances, if we do not meet these thresholds, we may be liable for certain financial costs. We evaluate costs for such guarantees under the provisions of ASC 450. We consider such factors as the degree of probability that we would be required to satisfy the liability associated with the guarantee and the ability to make a reasonable estimate of the resulting cost. We incurred immaterial costs as a result of such obligations during the year ended December 31, 2013. We have not accrued any liabilities related to such obligations in the consolidated financial statements as of December 31, 2013 and 2012.

Note 7. Restructuring Obligations and Other Charges

In the fourth quarter of 2013, the Company implemented a reduction in our work-from-home agent and corporate workforce to reduce our ongoing cost structure. The Company reduced its agent workforce by 210 employees, and its corporate workforce by 15 employees. The affected employees were terminated as of December 30, 2013, with certain corporate employees remaining with the Company for a limited time thereafter. As a result, we recorded a restructuring charge of $317,000 in cost of services, $11,000 in research and development expense, $45,000 in sales and marketing expense and $58,000 in general and administrative expense in the fourth quarter of 2013. The restructuring charge was comprised of employee termination costs. As of December 31, 2013, the balance on this restructuring obligation was $431,000, which we expected to pay in cash during the first quarter of 2014.

In the second quarter of 2012, we initiated a phased reduction in our sales agent workforce. These selling activities were transitioned to either partner sales centers or third-party sales specialists. We reduced our workforce by 190 employees, or approximately 15% of our total employee headcount as of the end of the second quarter of 2012. All of the affected employees were terminated by June 30, 2012. As a result, we recorded a restructuring charge of $142,000 in sales and marketing expense and $30,000 in general and administrative expense in the second quarter of 2012. The restructuring charge was primarily comprised of employee termination costs and professional services. As of December 31, 2012, all amounts relating to the reduction in sales agent workforce have been paid.

In the third quarter of 2011, we undertook a restructuring of our operations in order to reduce our ongoing cost structure. We reduced our workforce by eight employees, or less than 1% of our headcount. All of the affected employees were terminated as of September 27, 2011. As a result, we recorded a restructuring charge of $368,000 in the third quarter of 2011, of which $55,000 was recorded in cost of services, $310,000 in sales and marketing and $3,000 in general and administrative. As of December 31, 2011, the remaining balance on this restructuring obligation was $2,000, which we paid during the first quarter of 2012.

In the first quarter of 2011, we implemented a reduction in our work-from-home workforce impacting a group with a specialized skill-set. We reduced our workforce by 21 employees, or less than 4% of our agent headcount. All of the affected employees were terminated as of March 17, 2011. As a result, we recorded a restructuring charge of $37,000 for cost of services in the first quarter of 2011. As of December 31, 2011, there was no remaining balance related to this restructuring obligation.

The following table summarizes activity associated with the restructuring obligation (see also Note 8) and related expenses incurred for the years ended December 31, 2013 and 2012 (in thousands):

	Severance(1)	Facilities(2) (3)	Total
Restructuring obligations, December 31, 2011	$ 2	$ 208	$ 210
Restructuring costs incurred (second quarter of 2012)	172	—	172
Cash payments	(174)	(208)	(382)
Restructuring obligations, December 31, 2012	$ —	$ —	$ —
Restructuring costs incurred (fourth quarter of 2013)	431	—	431
Cash payments	—	—	—
Restructuring obligations, December 31, 2013	$ 431	$ —	$ 431

(1) Severance costs include those expenses related to severance pay and related employee benefit obligations.

(2) Facilities costs include obligations under non-cancelable leases for facilities that we will no longer occupy, as well as penalties associated with early terminations of leases and disposal of fixed assets. No sublease income has been included.

(3) As part of the restructuring costs included in the table above, the Company wrote-off fixed assets related to the facilities that it will no longer occupy. This was a non-cash charge.

Note 8. Other Accrued Liabilities

Other accrued liabilities consist of the following (in thousands):

	As of December 31,	
	2013	2012
Accrued expenses	$ 2,135	$ 2,421
Customer deposits	481	997
Restructuring expenses	431	—
Other accrued liabilities	312	551
Total other accrued liabilities	$ 3,359	$ 3,969

Note 9. Stockholders' Equity

Equity Compensation Plan

We adopted the 2000 Omnibus Equity Incentive Plan (the "2000 Plan"). A total of 4,000,000 shares of common stock were initially reserved for issuance to eligible participants under the 2000 Plan. On January 1 of each year, the number of shares reserved may be increased by the lesser of 2,000,000 shares, 5% of outstanding shares, or an amount determined by the Board of Directors. On January 1, 2010, there were no shares reserved under the 2000 Plan. In February 2010, the 2000 Plan was cancelled and left zero shares available for grant.

We adopted the amended and restated 2010 Equity and Performance Incentive Plan (the "2010 Plan"), effective as of February 8, 2010. Under the 2010 Plan, the number of shares of Common Stock that may be issued will not exceed in the aggregate 5,000,000 shares of Common Stock plus the number of shares of Common Stock relating to prior awards under the 2000 Plan that expire, are forfeited or are cancelled after the adoption of the 2010 Plan, subject to adjustment as provided in the 2010 Plan. No grants will be made under the 2010 Plan after the tenth anniversary of its effective date. Under our 2010 Plan, as of December 31, 2013, there were approximately 2.2 million shares available for grant.

Stock Options

The following tables represent stock option activity for the years ended December 31, 2013, 2012, and 2011:

	Number of Shares	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding options at December 31, 2010	9,586,364	$ 2.83	4.48	$ 35,074
Granted	3,293,550	$ 3.69		
Exercised	(190,480)	$ 2.36		
Forfeited	(1,899,844)	$ 3.40		
Outstanding options at December 31, 2011	10,789,590	$ 2.99	4.25	$ 8
Granted	875,150	$ 3.09		
Exercised	(1,375,431)	$ 2.44		
Forfeited	(759,712)	$ 3.39		
Outstanding options at December 31, 2012	9,529,597	$ 3.05	3.63	$ 12,595
Granted	557,750	$ 4.74		
Exercised	(4,266,423)	$ 2.52		
Forfeited	(310,264)	$ 3.84		
Expired	(128,269)	$ 5.32		
Outstanding options at December 31, 2013	5,382,391	$ 3.55	3.66	$ 4,039
Options vested and expected to vest	5,292,807	$ 3.53	3.58	$ 4,020
Exercisable at December 31, 2013	4,141,902	$ 3.32	2.70	$ 3,624

The following table summarizes the activities for unvested stock options for the year ended December 31, 2013:

	Number of Shares	Weighted Average Grant-Date Fair Value per Share
Unvested options at December 31, 2012	2,503,245	$ 1.51
Granted	557,750	$ 2.02
Vested	(1,381,973)	$ 1.26
Forfeited	(438,533)	$ 1.91
Unvested options at December 31, 2013	1,240,489	$ 1.87

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value that would have been received by the option holders had they all exercised their options on December 31, 2013, 2012, and 2011. This amount will change based on the fair market value of our stock. The total aggregate intrinsic value of options exercised under our stock option plans was $8.9 million, $2.4 million, and $608,000 for the years ended December 31, 2013, 2012, and 2011, respectively. The total fair value of options vested during 2013, 2012, and 2011 was $1.7 million, $2.8 million, and $1.1 million, respectively.

At December 31, 2013, there was $1.9 million of unrecognized compensation cost related to stock options which is expected to be recognized over a weighted average period of 2.5 years.

Employee Stock Purchase Plan

In the second quarter of 2011, to advance the interests of the Company and its stockholders by providing an incentive to attract, retain and reward eligible employees and by motivating such persons to contribute to the growth and profitability of the Company, the Company's Board of Directors and stockholders approved a new Employee Stock Purchase Plan and reserved 1,000,000 shares of our common stock for issuance effective as of May 15, 2011. The ESPP continues in effect for ten (10) years from its effective date unless terminated earlier by the Company. The ESPP consists of six-month offering periods during which employees may enroll in the plan. The purchase price on each purchase date shall not be less than eighty-five percent (85%) of the lesser of (a) the fair market value of a share of stock on the offering date of the offering period, or (b) the fair market value of a share of stock on the purchase date.

A total of 79,221 shares, 84,082 shares and 35,851 shares were issued under the ESPP during the years ended December 31, 2013, 2012 and 2011, respectively. As of December 31, 2013, approximately 801,000 shares remain available for grant under the ESPP.

Restricted Stock Units

The following table represents RSU activity for the years ended December 31, 2013 and 2012:

	Number of Shares	Weighted Average Grant-Date Fair Value per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding RSUs at December 31, 2011	—	$ —		
Awarded	98,363	$ 2.82		
Released	—	$ —		
Forfeited	—	$ —		
Outstanding RSUs at December 31, 2012	98,363	$ 2.82	0.39	$ 410
Awarded	1,871,832	$ 5.02		
Released	(108,363)	$ 2.98		
Forfeited	(202,986)	$ 4.53		
Outstanding RSUs at December 31, 2013	1,658,846	$ 5.09	1.57	$ 6,287

On August 5, 2013, pursuant to approval by the Company's Compensation Committee, the Company issued 725,000 RSUs to its corporate employees. These RSUs vest annually in three equal tranches over three years.

On May 23, 2013, the Board of Directors of the Company approved, based on recommendations of the Compensation Committee, a grant of 48,851 RSUs to non-employee directors based on a fair market value of $4.70 per share which represents the closing price of the Company's common stock on the Nasdaq on May 23, 2013. These RSUs vest upon the first anniversary of the grant date.

During the first quarter of 2013, the Company's Compensation Committee approved the grant of RSUs to certain key executives. The RSUs granted to these executives included (i) 249,750 time-based RSUs that vest over a required service period of three years, and (ii) 399,750 performance-based RSUs contingent upon a required service period of three years and as well as the Company's achievement of specified annual performance targets for fiscal year 2013. We measured the grant-date fair value of the performance-based RSUs based upon the closing price of the Company's common stock on the Nasdaq as of the grant date. We expense the fair value of the performance-based RSUs that are probable of being earned based on our forecasted annual performance for fiscal year 2013.

On May 23, 2012, the Board of Directors of the Company approved, based on recommendations of the Compensation Committee, a grant of 98,363 RSUs to non-employee directors based on a fair market value of $2.82 per share which represents the closing price of the Company's common stock on the Nasdaq on May 23, 2012. These RSUs vest upon the first anniversary of the grant date.

At December 31, 2013, there was $5.9 million of unrecognized compensation cost related to RSUs which is expected to be recognized over a weighted average period of 2.5 years.

Stock Repurchase Program

On April 27, 2005, our Board of Directors authorized the repurchase of up to 2,000,000 outstanding shares of our common stock. As of December 31, 2013 the maximum number of shares remaining that can be repurchased under this program was 1,807,402. The Company does not intend to repurchase shares without a pre-approval from its Board of Directors.

Repurchase of Shares

On February 19, 2013, the Company entered into an agreement with Joshua Pickus, the Company's President and Chief Executive Officer, pursuant to which Mr. Pickus sold directly to the Company on that day 1,000,000 shares of its common stock acquired by him in a same-day exercise of fully vested options which were due to expire at the end of their seven-year term on April 6, 2013. Under the agreement, the purchase price per share was established as an amount equal to the lesser of (a) the closing price of the Company's common stock in regular trading hours on the day of the sale as reported by Nasdaq less 5%, or (b) the thirty-day simple moving average price of the Company's common stock on the day of the sale. This formula produced a purchase price per share of $4.114, less the aggregate strike price due on exercise of the options underlying the repurchased shares of $2.32 per share, which then resulted in a net cash outlay by the Company to acquire the shares of approximately $1.8 million (or $1.794 per share). The agreement was approved by the independent members of the Company's Board of Directors. The share repurchase amounted to $4.1 million and is classified under treasury stock within stockholders' equity of the consolidated balance sheets.

Note 10. Income Taxes

The components of our gain (loss) before income taxes are as follows (in thousands):

	Year Ended December 31,		
	2013	2012	2011
United States	$ 10,513	$ (5,975)	$ (18,455)
Foreign	608	630	457
Total	$ 11,121	$ (5,345)	$ (17,998)
Gain (loss) from discontinued operations, before income taxes	-	$ 18	$ (90)
Gain (loss) from continuing operations, before income taxes	$ 11,121	$ (5,327)	$ (18,088)

The provision for income taxes from continuing operations consisted of the following (in thousands):

	Year Ended December 31,		
Current:	2013	2012	2011
Federal	$ 0	$ —	$ —
State	132	54	99
Foreign	221	94	53
Total Current	$ 353	$ 148	$ 152
Deferred			
Federal	$ 265	$ 265	$ 324
State	24	28	13
Foreign	130	(234)	(88)
Total provision for income taxes	$ 772	$ 208	$ 401

The provision for income taxes is comprised of estimates of current taxes due in domestic and foreign jurisdictions.

The reconciliation of the Federal statutory income tax rate to our effective income tax rate is as follows (in thousands):

	Year Ended December 31,		
	2013	2012	2011
Provision at Federal statutory rate	$ 3,900	$ (1,865)	$ (6,330)
State taxes	156	82	111
Permanent differences/other	520	375	416
Stock-based compensation	1,113	178	568
Federal valuation allowance (used) provided	(4,917)	1,438	5,636
Provision for income taxes	$ 772	$ 208	$ 401

Deferred income taxes reflect the net tax 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 our deferred tax assets and liabilities are as follows (in thousands):

	December 31,	
	2013	2012
Deferred Tax Assets		
Fixed assets	$ 187	$ 279
Deferred revenue	14	196
Accruals and reserves	498	303
Stock options	3,570	5,475
Net operating loss carryforwards	43,562	47,713
Federal and state credits	3,169	3,099
Foreign credits	197	320
Intangible assets	986	701
Gross deferred tax assets	52,183	58,086
Valuation allowance	(51,726)	(57,455)
Total deferred tax assets	457	631
Deferred Tax Liabilities:		
Intangible assets	(1,016)	(742)
Total deferred tax liability	(1,016)	(742)
Net deferred tax liabilities	$ (559)	$ (111)

ASC 740 provides for the recognition of deferred tax assets if realization of such assets is more likely than not to occur. Based on management's review of both the positive and negative evidence, which includes our historical operating performance, reported cumulative net losses since inception and difficulty in accurately forecasting its results, the Company has concluded that it is not more likely than not that the Company will be able to realize all of the Company's U.S. deferred tax assets. Therefore, the Company has provided a full valuation allowance against our U.S. deferred tax assets.

Based on management's review of both positive and negative evidence, which includes the historical operating performance of our Canadian subsidiary, the Company has concluded that it is more likely than not that the Company will be able to realize a portion of the Company's Canadian deferred tax assets. Therefore, the Company has a partial valuation allowance on Canadian deferred tax assets. There is no valuation allowance against the Company's Indian deferred tax assets. The Company reassesses the need for its valuation allowance on a quarterly basis.

Based on management's review discussed above, the realization of deferred tax assets is dependent on improvements over present levels of consolidated pre-tax income. Until the Company is consistently profitability in the U.S., it will not realize its deferred tax assets. Deferred income taxes have not been provided on the cumulative undistributed earnings of foreign subsidiaries. The amount of such earnings at December 31, 2013 was $749,000. These earnings have been permanently reinvested and the Company does not plan to initiate any action that would precipitate the payment of income tax thereon. It is not practicable to estimate the amount of additional tax that might be payable on undistributed foreign earnings.

The net valuation allowance decreased by approximately $5.7 million during 2013, and increased $776,000 and $5.6 million during the years ended December 31, 2012, and 2011, respectively. As of December 31, 2013, $4.8 million of the valuation allowance against federal and state net operating loss carryfowards relates to the tax benefit of stock option exercises prior to 2006 that, when realized, will be recorded as a credit to additional paid in capital rather than as a reduction of the provision for income taxes. As of December 31, 2013, the Company had Federal and state net operating loss carryforwards of approximately $119.5 million and $75.9 million, respectively. The Federal net operating loss and credit carryforwards will expire at various dates beginning in 2020 through 2033, if not utilized. The state net operating loss carryforwards will expire at various dates beginning in 2015 through 2032, if not utilized. The net operating losses include $23.0 million relating to the tax benefit of stock option exercises that, when realized, will be recorded as a credit to additional paid in capital rather than as a reduction of the provision for income taxes.

The Company also had Federal and state research and development credit carryforwards of approximately $2.8 million and $2.4 million, respectively. The federal credits expire in varying amounts between 2020 and 2031. The state research and development credit carryforwards do not have an expiration date.

Utilization of net operating loss carryforwards and credits may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended and similar state provisions. The annual limitation may result in the expiration of net operating losses and credits before utilization.

ASC 740 clarifies the accounting for uncertainties in income taxes by prescribing guidance for the recognition, de-recognition and measurement in financial statements of income tax positions taken in previously filed tax returns or tax positions expected to be taken in tax returns, including a decision whether to file or not to file in a particular jurisdiction. ASC 740 requires the disclosure of any liability created for unrecognized tax benefits. The application of ASC 740 may also affect the tax bases of assets and liabilities and therefore may change or create deferred tax liabilities or assets.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	Year Ended December 31,		
	2013	**2012**	**2011**
Balance at beginning of year	$ 3,637	$ 3,210	$ 3,776
Increase related to prior year tax positions	98	507	—
Decrease related to prior year tax positions	(1,349)	—	(494)
Increase related to current year tax positions	162	18	55
Settlements with tax authorities	0	—	—
Decrease related to lapse of statute of limitations	(46)	(98)	(127)
Balance at end of year	$ 2,502	$ 3,637	$ 3,210

The Company's total amounts of unrecognized tax benefits that, if recognized, that would affect its tax rate are $0.5 million and $0.5 million as of December 31, 2013 and 2012, respectively.

The Company's policy is to include interest and penalties related to unrecognized tax benefits within its provision for (benefit from) income taxes. The Company had $111,000 accrued for payment of interest and penalties related to unrecognized tax benefit as of December 31, 2013. The Company had $80,000 and $91,000 accrued for payment of interest and penalties related to unrecognized tax benefit as of December 31, 2012 and 2011, respectively. The Company recognized $56,000 of interest and penalties related to unrecognized tax benefits during the year ended December 31, 2013.

As of December 31, 2013, the amount of recognized tax benefit where it is reasonably possible that a significant change may occur in the next 12 months is approximately $25,000. The change would result from expiration of a statute of limitations in a foreign jurisdiction.

The Company files federal, state and foreign income tax returns in jurisdictions with varying statutes of limitations. Due to its net operating loss carryforwards, the Company's income tax returns generally remain subject to examination by federal and most state authorities. In our foreign jurisdictions, the 2007 through 2012 tax years remain subject to examination by their respective tax authorities.

Tax contingencies

We are required to make periodic filings in the jurisdictions where we are deemed to have a presence for tax purposes. We have undergone audits in the past and have paid assessments arising from these audits. Our India entity was issued notices of income tax assessment pertaining to the 2004-2009 fiscal years. The notices claimed that the transfer price used in our inter-company agreements resulted in understated income in our Indian entity. We believe our current transfer pricing position is more likely than not to be sustained.

We may be subject to other income tax assessments in the future. We evaluate estimated expenses that could arise from those assessments in accordance with ASC 740-10, *Income Taxes*. We consider such factors as the degree of probability of an unfavorable outcome and the ability to make a reasonable estimate on the amount of expenses. We record the estimated liability amount of those assessments that meet the definition of an uncertain tax position under ASC 740-10.

Note 11. Quarterly Financial Information (Unaudited)

Selected quarterly financial information for 2013 and 2012 is as follows:

	Fiscal Year 2013 Quarter Ended			
	Mar. 31, 2013	Jun. 30, 2013	Sept. 30, 2013	Dec. 31, 2013
	(in thousands, except per share data)			
Statements of Operations Data:				
Revenue:				
Services	$ 16,446	$ 16,128	$ 19,305	$ 21,973
Software and other	3,756	3,997	4,054	2,504
Total revenue	20,202	20,125	23,359	24,477
Cost of revenue:				
Cost of services	9,310	8,838	11,046	14,014
Cost of software and other	307	271	294	300
Total cost of revenue	9,617	9,109	11,340	14,314
Gross profit	10,585	11,016	12,019	10,163
Operating expenses:				
Research and development	1,588	1,281	1,456	1,410
Sales and marketing	3,936	4,376	4,120	2,167
General and administrative	2,763	2,353	3,077	3,183
Amortization of intangible assets and other	335	335	335	316
Total operating expenses	8,622	8,345	8,988	7,076
Income from operations	1,963	2,671	3,031	3,087
Interest income and other, net	73	107	127	62
Income from continuing operations, before income taxes	2,036	2,778	3,158	3,149
Income tax provision	149	176	121	326
Income from continuing operations, after income taxes	1,887	2,602	3,037	2,823
Income (loss) from discontinued operations, after income taxes	(5)	(6)	(5)	50
Net income	$ 1,882	$ 2,596	$ 3,032	$ 2,873
Basic earnings per share:				
Income from continuing operations, after income taxes	$ 0.04	$ 0.05	$ 0.06	$ 0.05
Income (loss) from discontinued operations, after income taxes	(0.00)	(0.00)	(0.00)	0.00
Basic net earnings per share	$ 0.04	$ 0.05	$ 0.06	$ 0.05
Diluted earnings per share:				
Income from continuing operations, after income taxes	$ 0.04	$ 0.05	$ 0.06	$ 0.05
Income (loss) from discontinued operations, after income taxes	(0.00)	(0.00)	(0.00)	0.00
Diluted net earnings per share	$ 0.04	$ 0.05	$ 0.06	$ 0.05

	Fiscal Year 2012 Quarter Ended			
	Mar. 31, 2012	Jun. 30, 2012	Sept. 30, 2012	Dec. 31, 2012
	(in thousands, except per share data)			
Statements of Operations Data:				
Revenue:				
Services	$ 13,765	$ 13,744	$ 14,769	$ 15,344
Software and other	3,823	3,569	3,407	3,533
Total revenue	17,588	17,313	18,176	18,877
Cost of revenue:				
Cost of services	10,291	9,591	8,815	8,648
Cost of software and other	470	361	312	278
Total cost of revenue	10,761	9,952	9,127	8,926
Gross profit	6,827	7,361	9,049	9,951
Operating expenses:				
Research and development	1,770	1,708	1,643	1,652
Sales and marketing	6,130	4,989	3,789	3,377
General and administrative	2,914	2,850	2,897	3,572
Amortization of intangible assets and other	367	391	397	368
Total operating expenses	11,181	9,938	8,726	8,969
Income (loss) from operations	(4,354)	(2,577)	323	982

Interest income and other, net	75	59	93	71
Income (loss) from continuing operations, before income taxes	(4,279)	(2,518)	416	1,053
Income tax provision (benefit)	118	116	118	(145)
Income (loss) from continuing operations, after income taxes	(4,397)	(2,634)	298	1,198
Income (loss) from discontinued operations, after income taxes	24	(7)	(7)	101
Net income (loss)	$ (4,373)	$ (2,641)	$ 291	$ 1,299
Basic and diluted earnings (loss) per share:				
Income (loss) from continuing operations, after income taxes	$ (0.09)	$ (0.05)	$ 0.01	$ 0.02
Income (loss) from discontinued operations, after income taxes	0.00	(0.00)	(0.00)	0.00
Basic net earnings (loss) per share	(0.09)	(0.05)	0.01	0.03
Diluted net earnings (loss) per share	$ (0.09)	$ (0.05)	$ 0.01	$ 0.02

Note 12. Subsequent Events

On February 11, 2014, Joshua Pickus, the Company's President and Chief Executive Officer submitted his written resignation effective April 1, 2014. Also effective April 1, 2014, Mr. Pickus will resign as a member of the Company's Board of Directors. In connection with Mr. Pickus' resignation the Compensation Committee of the Board of Directors, considering all relevant factors and the best interest of the Company's stockholders, approved the extension of the post-termination exercise period for the vested portions of each of Mr. Pickus' outstanding stock option grants from 90 days following termination to December 31, 2014, in order to permit the orderly exercise and disposition of shares under his vested grants prior to their expiration. No other terms of the stock options were modified. As part of the modification of the stock options, the Company will record an incremental stock-based compensation expense of approximately $193,000 in the first quarter of 2014.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Disclosure controls and procedures.

We maintain "disclosure controls and procedures," as such term is defined in Rule 13a-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act are recorded, processed, summarized, and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognized that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Our disclosure controls and procedures have been designed to meet reasonable assurance standards. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part on 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. Based on an evaluation of the effectiveness of disclosure controls and procedures, our CEO and CFO have concluded that as of the end of the period covered by this Form 10-K our disclosure controls and procedures as defined under Exchange Act Rules 13a-15(e) and 15d-15(e) were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission and is accumulated and communicated to management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting during the fourth quarter of 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Management 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 Rules 13a-15(f). Our internal control system is designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of published financial statements. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Under the supervision and with the participation of our management, including our CEO and CFO, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework). As part of this evaluation, management established an internal control project team, engaged outside consultants and adopted a project work plan to document and assess the adequacy of our internal control over financial reporting, address any control deficiencies that were identified, and to validate through testing that the controls are functioning as documented. Based on the results of this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2013 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles. We reviewed the results of management's assessment with the Audit Committee of Support.com's Board of Directors.

The effectiveness of our internal control over financial report as of December 31, 2013 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report, which is included herein.

/s/ JOSHUA PICKUS

Joshua Pickus
Chief Executive Officer and President

/s/ ROOP LAKKARAJU

Roop Lakkaraju
Executive Vice President, Chief Financial Officer and Chief Operating Officer

Report of Independent Registered Public Accounting Firm on Internal Control over Financial Reporting

The Board of Directors and Stockholders of
Support.com, Inc.

We have audited Support.com, Inc.'s internal control over financial reporting as of December 31, 2013, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the COSO criteria). Support.com, Inc.'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 Report of Management 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 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 its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that 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, Support.com, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Support.com, Inc. as of December 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2013, and our report dated March 7, 2014, expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

San Francisco, California
March 7, 2014

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

The information required by Item 10 of Form 10-K with respect to Item 401 of Regulation S-K regarding our directors is incorporated herein by reference from the information contained in the section entitled “Directors and Nominees” in our definitive Proxy Statement for the 2014 Annual Meeting of Stockholders (the “Proxy Statement”), a copy of which will be filed with the Securities and Exchange Commission.

The information required by Item 10 of Form 10-K with respect to Item 401 of Regulation S-K regarding our executive officers is incorporated herein by reference from the information contained in the section entitled “Executive Compensation and Related Information” in our definitive Proxy Statement.

The information required by Item 10 of Form 10-K with respect to Item 405 of Regulation S-K regarding section 16(a) beneficial ownership compliance is incorporated by reference from the information contained in the section entitled “Section 16(a) Beneficial Ownership Compliance” in our Proxy Statement.

We have adopted a Code of Ethics and Business Conduct for Employees, Officers and Directors which is applicable to all of our directors, executive officers and employees, including our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial and accounting officer, respectively). The Code of Ethics and Business Conduct for Employees, Officers and Directors is available on our website at http://www.support.com/about/investor-relations/corporategovernance. A copy of the Code of Ethics and Business Conduct for Employees, Officers and Directors will be provided without charge to any person who requests it by writing to Support.com, Inc., Investor Relations, 900 Chesapeake Drive, 2nd Floor, Redwood City, CA 94063, or telephoning 1-415-445-3235. We will disclose on our website amendments to or waivers from our Code of Ethics and Business Conduct applicable to our directors or executive officers, including our Chairman, our Chief Executive Officer and our Chief Financial Officer, in accordance with all applicable laws and regulations.

The information required by Item 10 of Form 10-K with respect to Items 407(c)(3), 407(d)(4) and 407(d)(5) of Regulation S-K is incorporated by reference from the information contained in the sections entitled “Director Nominations,” “Corporate Governance” and “Committees of the Board of Directors” in our Proxy Statement.

ITEM 11. EXECUTIVE COMPENSATION.

The information required by Item 11 of Form 10-K is incorporated herein by reference from the information contained in the sections entitled “Executive Compensation and Related Information,” “Director Compensation,” “Compensation Committee Report” and “Compensation Committee Interlocks and Insider Participation” in our Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required by Item 12 of Form 10-K with respect to Item 403 of Regulation S-K regarding security ownership of certain beneficial owners and management is incorporated herein by reference from the information contained in the section entitled “Security Ownership of Certain Beneficial Owners and Management” in the Proxy Statement.

Securities Authorized for Issuance Under Equity Compensation Plans

Equity Compensation Plan Information
As of December 31, 2013

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights (a)	Weighted-average exercise price of outstanding options, warrants, and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (c)
Equity Compensation Plans approved by security holders(1)	5,800,748	$ 3.55	2,220,451
Equity Compensation Plans not approved by security holders(2)	—	—	—
Total	5,800,748	$ 3.55	2,220,451(3)

(1) This is the amended and restated 2010 Equity and Performance Incentive Plan. Stock options, restricted stock, restricted stock units or stock appreciation rights may be awarded under the 2000 Omnibus Equity Incentive Plan.

(2) None.

(3) The number of shares reserved for issuance under the amended and restated 2010 Equity and Performance Incentive Plan is subject to increase as follows:

The number of shares of Common Stock that may be issued will not exceed in the aggregate 5,000,000 shares of Common Stock plus the number of shares of Common Stock relating to the prior awards under the 2000 Omnibus Equity Incentive Plan that expire, are forfeited or cancelled after the adoption of the amended and restated 2010 Equity and Performance Incentive Plan.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE.

The information required by Item 13 of Form 10-K is incorporated herein by reference from the information contained in the sections entitled “Certain Relationships and Related Transactions,” “Compensation Committee Interlocks and Insider Participation” and “Director Independence” in our Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

The information required by Item 14 of Form 10-K is incorporated herein by reference from the information contained in the sections entitled “Principal Accountant Fees and Services” and “Audit Committee Pre-Approval Policies and Procedures” in our Proxy Statement.

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PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) The following documents are filed as part of this report:

(1) Financial Statements—See Index to the Consolidated Financial Statements and Supplementary Data in Item 8 of this report.

(2) Financial Statement Schedules.
Schedule II—Valuation and qualifying accounts was omitted as the required disclosures are included in Note 1 to the Consolidated Financial Statements.

All other schedules are omitted since the information required is not applicable or is shown in the Consolidated Financial Statements or notes thereto.

(3) Exhibits—See in Item 15(b) of this report.

(b) Exhibits.

Exhibit	Description of Document
3.1	Restated Certificate of Incorporation, as amended (incorporated by reference to Exhibit 3.1 of Support.com's annual report on Form 10-K for the year ended December 31, 2001).
3.2	Certificate of Amendment to the Company's Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed on June 23, 2009.
3.3	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 of Support.com's current report on Form 8-K filed on July 29, 2010).
4.1	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 of Support.com's quarterly report on Form 10-Q for the quarter ended June 30, 2002).
10.1*	Registrant's 2000 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.2 of Amendment No. 8 to Support.com's registration statement on Form S-1 (File No. 333-30674) filed on July 13, 2000).
10.2*	Registrant's 2010 Equity and Incentive Compensation Plan (Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Commission on May 21, 2010).
10.3*	Registrant's 2010 Employee Stock Purchase Plan (Incorporated by reference to Annex A to the Registrant's definitive proxy statement for the Registrant's 2011 annual meeting of stockholders filed with the Securities and Exchange Commission on April 15, 2011).
10.4*	Form of Directors' and Officers' Indemnification Agreement (incorporated by reference to Exhibit 10.4 registration statement on Form S-1 (File No. 333-30674) filed on February 18, 2000).
10.5*	Amended and Restated Employment Agreement, dated December 23, 2008, by and between the registrant and Josh Pickus, as amended on July 30, 2009 (incorporated by reference to Exhibit 10.2 of Support.com's current report filed on Form 8-K on July 31, 2009).
10.6*	Employment Offer Letter dated as of January 29, 2008, as amended on July 30, 2009 and October 6, 2011, by and between the Registrant and Shelly Schaffer (incorporated by reference to Exhibit 10.3 of Support.com's current report on Form 8-K filed on October 12, 2011).
10.7*	Amended and Restated Employment Offer Letter dated as of October 6, 2008, by and between the Registrant and Anthony Rodio (incorporated by reference to Exhibit 10.8 of Support.com's annual report on Form 10-K filed on March 11, 2009).
10.8*	Employment Offer Letter dated as of April 20, 2010, by and between the Registrant and Timothy Krozek.
10.9*	Support.com, Inc. Executive Incentive Compensation Incentive Plan (incorporated by reference to Exhibit 10.2 of Support.com's current report on Form 8-K filed on February 4, 2008).
10.10*	Support.com, Inc. Amended and Restated Executive Incentive Compensation Incentive Plan (incorporated by reference to Exhibit 10.2 of Support.com's current report on Form 8-K filed on August 1, 2008).
10.11*	Support.com, Inc. Amended and Restated Executive Incentive Compensation Incentive Plan (incorporated by reference to Exhibit 10.2 of Support.com's current report on Form 8-K filed on February 11, 2009).
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10.13*	Support.com, Inc. Amended and Restated Executive Incentive Compensation Plan, as approved by the Board of Directors on February 8, 2010.
10.14	Sublease Agreement with Nuance Communications, Inc. dated November 9, 2006 (incorporated by reference to Exhibit 10.1 of Support.com's current report on form 8-K filed on November 15, 2006).
10.15	Professional Services Agreement between Office Depot and Support.com dated July 26, 2007 (incorporated by reference to Exhibit 10.1 of Support.com's quarterly report on Form 10-Q filed on August 10, 2009).(1)
10.16	Change Order Number 1 to Office Depot Remote Service Program Description between Support.com and Office Depot effective as of October 8, 2008 (incorporated by reference to Exhibit 10.1(a) of Support.com's quarterly report on Form 10-Q filed on August 10, 2009). (1)
10.17	Amendment Number 2 to the Amended and Restated Support Services Agreement between Comcast and Support.com, effective as of January 1, 2013 (1)
10.18	Agreement Regarding Sale and Purchase of Shares between Support.com and Joshua Pickus, effective as of February 19, 2013.
10.19	Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of October 1, 2013 (1)
10.20	Statement of Work Number 1 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of October 1, 2013 (1)
10.21	Amendment Number 1 to Statement of Work Number 1 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of December 31, 2013
10.22	Statement of Work Number 2 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of December 31, 2013 (1)
10.23	Termination Letter Agreement between Comcast and Support.com, effective as of December 31, 2013(1)
10.24	Change Management Form Number 1 under Statement of Work Number 1 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of December 22, 2013 (1)
10.25*	Form of Stock Option Grant Notification for Officers and Employees.
21.1	Subsidiaries of Support.com, Inc.
23.1	Consent of Independent Registered Public Accounting Firm
24.1	Power of Attorney (see the signature page of this Form 10-K)
31.1	Chief Executive Officer Section 302 Certification.
31.2	Chief Financial Officer Section 302 Certification.
32.1	Statement of the Chief Executive Officer under 18 U.S.C. § 1350(2)
32.2	Statement of the Chief Financial Officer under 18 U.S.C. § 1350(2)

* Denotes an executive or director compensation plan or arrangement.

(1) Confidential treatment has been requested for portions of this exhibit.

(2) The material contained in Exhibit 32.1 and 32.2 shall not be deemed "filed" with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof irrespective of any general incorporation language contained in such filing, except to the extent that the registrant specifically incorporates it by reference.

(c) Financial Statement Schedules.

No schedules have been filed because the information required to be set forth therein is not applicable or is shown in the financial statements or related notes included as part of this report.

SIGNATURES

Pursuant to the requirements of the 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, on this 7th day of March, 2014.

SUPPORT.COM, INC.

By: /s/ JOSHUA PICKUS
Joshua Pickus
Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Joshua Pickus and Roop Lakkaraju, and each of them individually, as his or her attorney-in-fact, each with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his or her substitute, may do or cause to be done by virtue hereof.

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 in the capacities and on the dates indicated:

Signature	Title	Date
/s/ JOSHUA PICKUS Joshua Pickus	Chief Executive Officer and President (Principal Executive Officer)	March 7, 2014
/s/ ROOP LAKKARAJU Roop Lakkaraju	Executive Vice President, Chief Financial Officer and Chief Operating Officer (Principal Financial and Accounting Officer)	March 7, 2014
/s/ JIM STEPHENS Jim Stephens	Chairman of the Board of Directors	March 7, 2014
/s/ SHAWN FARSHCHI Shawn Farshchi	Director	March 7, 2014
/s/ MARK FRIES Mark Fries	Director	March 7, 2014
/s/ J. MARTIN O'MALLEY J. Martin O'Malley	Director	March 7, 2014
/s/ TONI J. PORTMANN Toni J. Portmann	Director	March 7, 2014

EXHIBIT INDEX

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10.2*	Registrant's 2010 Equity and Incentive Compensation Plan (Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Commission on May 21, 2010).
10.3*	Registrant's 2010 Employee Stock Purchase Plan (Incorporated by reference to Annex A to the Registrant's definitive proxy statement for the Registrant's 2011 annual meeting of stockholders filed with the Securities and Exchange Commission on April 15, 2011).
10.4*	Form of Directors' and Officers' Indemnification Agreement (incorporated by reference to Exhibit 10.4 registration statement on Form S-1 (File No. 333-30674) filed on February 18, 2000).
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10.14	Sublease Agreement with Nuance Communications, Inc. dated November 9, 2006 (incorporated by reference to Exhibit 10.1 of Support.com's current report on form 8-K filed on November 15, 2006).
10.15	Professional Services Agreement between Office Depot and Support.com dated July 26, 2007 (incorporated by reference to Exhibit 10.1 of Support.com's quarterly report on Form 10-Q filed on August 10, 2009).(1)
10.16	Change Order Number 1 to Office Depot Remote Service Program Description between Support.com and Office Depot effective as of October 8, 2008 (incorporated by reference to Exhibit 10.1(a) of Support.com's quarterly report on Form 10-Q filed on August 10, 2009). (1)
10.17	Amendment Number 2 to the Amended and Restated Support Services Agreement between Comcast and Support.com, effective as of January 1, 2013 (1)
10.18	Agreement Regarding Sale and Purchase of Shares between Support.com and Joshua Pickus, effective as of February 19, 2013.
10.19	Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of October 1, 2013 (1)
10.20	Statement of Work Number 1 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of October 1, 2013 (1)
10.21	Amendment Number 1 to Statement of Work Number 1 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of December 31, 2013
10.22	Statement of Work Number 2 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of December 31, 2013 (1)
10.23	Termination Letter Agreement between Comcast and Support.com, effective as of December 31, 2013(1)
10.24	Change Management Form Number 1 under Statement of Work Number 1 to Master Services Agreement Call Handling Services between Comcast and Support.com, effective as of December 22, 2013 (1)

10.25*	Form of Stock Option Grant Notification for Officers and Employees.
21.1	Subsidiaries of Support.com, Inc.
23.1	Consent of Independent Registered Public Accounting Firm
24.1	Power of Attorney (see the signature page of this Form 10-K)
31.1	Chief Executive Officer Section 302 Certification.
31.2	Chief Financial Officer Section 302 Certification.
32.1	Statement of the Chief Executive Officer under 18 U.S.C. § 1350(2)
32.2	Statement of the Chief Financial Officer under 18 U.S.C. § 1350(2)

* Denotes an executive or director compensation plan or arrangement.

(1) Confidential treatment has been requested for portions of this exhibit.

(2) The material contained in Exhibit 32.1 and 32.2 shall not be deemed “filed” with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof irrespective of any general incorporation language contained in such filing, except to the extent that the registrant specifically incorporates it by reference.

(c) Financial Statement Schedules.

No schedules have been filed because the information required to be set forth therein is not applicable or is shown in the financial statements or related notes included as part of this report.

CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[***]."

MASTER SERVICES AGREEMENT
CALL HANDLING SERVICES

THIS AGREEMENT (the "Agreement") is made effective as of this 1st day of October, (the "Effective Date") by and between Comcast Cable Communications Management, LLC., a Delaware Limited Liability Company, with offices at 1701 JFK Boulevard Philadelphia, PA 19103-2838 ("Comcast") and Support.com, Inc., a Delaware corporation, with offices at 900 Chesapeake Drive, 2nd Floor, Redwood City, CA 94063 ("Vendor").

RECITALS

WHEREAS, Comcast provides broadband products and services in various market areas in the United States;

WHEREAS, Comcast desires to appoint Vendor on a nonexclusive basis to provide various call center and/or technology services; and

WHEREAS, Vendor is authorized and qualified to transact such business.

NOW THEREFORE, in consideration of the mutual benefits and agreements herein contained and other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION I

APPOINTMENT

1.1 Vendor agrees to provide customer service services to Comcast for Comcast products and services ("Comcast Products"); including various business processes and support (the "Services"). The Services are more particularly described in a statement of work ("SOW") which specifically references this Agreement as may be executed from time to time between the parties. In the event of a conflict between this Agreement and a SOW, the provisions contained within this Agreement shall control.

1.2 Vendor hereby accepts such appointment and agrees actively and continuously to exert its commercially reasonable efforts, on Comcast's behalf, to provide the Services. Vendor will provide the Services during the hours of operation identified in the applicable SOW (the "Operation Hours").

1.3 Subject to the terms of an SOW, Comcast reserves the right to: (i) add to, alter or subtract from the Services, including, but not limited to the Operation Hours, upon thirty (30) days prior written notice to Vendor provided, however, that Vendor shall have the right to terminate this Agreement and/or any SOW affected by such change within ninety (90) days following receipt of notice of any change in Vendor's sole discretion and (ii) perform the same or similar types of Services itself or utilizing third parties.

SECTION II

COMCAST PRODUCTS

All policies, procedures, scripts, descriptions, terms, conditions and prices utilized by Vendor for the Comcast Products shall be the policies, procedures, scripts, descriptions, terms, conditions and prices authorized by Comcast in writing or otherwise provided in writing to Vendor by Comcast. Vendor shall not under any circumstances utilize other policies, procedures, scripts, descriptions, terms, conditions and prices for any Comcast Product without the prior written authorization of Comcast. Comcast reserves the right to add to, alter or subtract from the Comcast Products as well as any policies, procedures, scripts, descriptions, terms or conditions related thereto upon prior written notice to Vendor.

SECTION III

INVOICING AND COMPENSATION

3.1 Comcast will pay Vendor the base compensation for the Services set forth in a SOW. In addition to the base compensation, if a SOW provides for a Bonus Rate if Vendor meets or exceeds the Service Level Target(s) (as both terms are defined in the applicable SOW) for the fiscal month, Comcast will pay Vendor additional compensation as set forth in the SOW. The Bonus Rate is determined by multiplying the achieved Bonus percentage set forth in the SOW by the Productive Hours Rate set forth in the SOW.

3.2 Vendor will provide Comcast with an itemized monthly invoice for the Services stating the Productive Hours Rate, Training Rate and Overtime Rate (to the extent such are provided for and defined in the applicable SOW), along with any other information that Comcast may request from time to time. If applicable, invoices for Bonus Rate payments due to Vendor (the "Bonus Invoice") shall be submitted monthly by Vendor no later than ten (10) business days after Vendor sends to Comcast Vendor's invoice for Productive Hours, Training and Overtime Hours. Vendor shall submit all invoices to Comcast electronically in accordance with Comcast's electronic payment policies then in effect and provided to Vendor in writing from time to time or made available for review at [***]. Invoices shall be deemed received one (1) business day after proper submission in accordance with the Electronic Payment Policies. Comcast reserves the right to reject any invoice not submitted in accordance with the Electronic Payment Policies. Comcast has no obligation to pay any compensation to Vendor invoiced by Vendor more than six (6) months after the Services are provided, unless Vendor's failure to invoice for such compensation results from Comcast's failure to comply with Section 5.6 of this Agreement.

3.3 All undisputed charges shall be payable within [***] days of Comcast's receipt, subject to Comcast's review and verification of Vendor's invoice and Bonus Invoice. In the event that Comcast disputes any charges on a Vendor's invoice or Bonus Invoice, Comcast shall provide to Vendor in writing the amounts of the charges in dispute along with a brief description of the basis for the dispute. Comcast and Vendor shall each act in good faith and use commercially reasonable efforts to promptly resolve such disputed charges.

3.4 Vendor represents that the prices, terms, warranties, and benefits contained in this Agreement or any SOW are equal to or better than those offered to any other comparable customer of Vendor's with the same or similar Services with the same or similar quantities and contractual obligations. If Vendor offers services or goods to any other customer, purchasing substantially similar or less quantity or volume of such services or goods than Comcast, at a lower price, more favorable terms, more favorable warranties, or more favorable benefits during the term of this Agreement, Comcast shall receive such terms, warranties or benefit prospectively and retrospectively. Upon request by Comcast, an officer of Vendor shall certify that Vendor is in compliance with this Section 3.

3.5 The amounts to be paid by Comcast under this Agreement do not include any state, provincial or local sales and use taxes, however designated, which may be levied or assessed on the Services. With respect to such taxes, Comcast will either furnish Vendor with an appropriate exemption certificate on a timely basis or pay to Vendor, upon presentation of invoices therefore, such amounts as Vendor may by law be required to collect or pay, provided that Vendor will use reasonable efforts to minimize the amount of any such tax. Comcast shall have no obligation to Vendor with respect to other taxes, including, but not limited to, those taxes relating to Vendor's net or gross income or revenue, license, occupation, or real or personal property.

SECTION IV

DUTIES OF VENDOR

4.1 Vendor shall provide the Services on a continuing basis throughout the term of this Agreement and as set forth in a SOW and shall diligently perform all other duties that are required to be performed hereunder or as set forth in a SOW. Vendor agrees to meet service level commitments set forth in a SOW.

4.2 Vendor shall comply with all laws, rules and regulations governing its activities and which are applicable to the Services.

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4.3 Vendor shall provide a data file to Comcast, on a daily basis of customers who have requested to be placed on a Do Not Call List. Comcast shall incorporate the information obtained from the file into the appropriate subscriber management databases.

4.4 Vendor shall maintain complete and accurate records with respect to its activities hereunder in accordance with all applicable laws, rules, and regulations as well as with the terms and conditions of this Agreement and/or any SOW. Without limiting the generality of the foregoing, Vendor shall maintain throughout the Term of this Agreement and for a period not less than two (2) years thereafter: (i) all advertising, brochures, scripts, promotional and call handling materials that are substantially different than those provided by Comcast and (ii) the name and the last known address and phone number for all current and former employees directly involved in performing Vendor's obligations pursuant to this Agreement. Further, Vendor shall provide to Comcast its Federal Taxpayer Identification Number (or equivalent), State Identification Number (or equivalent) and such other information specified in a SOW.

4.5 No Vendor customer service representatives ("**CSRs**"), supervisors or other personnel dedicated to providing Services to Comcast customers shall perform any work for any other telecommunications provider who is a customer of Vendor during the Term of this Agreement. Vendor agrees that during the Term of this Agreement, it will not solicit any employee of Comcast for the express intent of employment with Vendor, provided that nothing herein shall prohibit any general advertisement for employment opportunities, which is not specifically targeted at any particular employee.

4.6 In exercising its rights and performing its obligations under this Agreement or any SOW,Vendor shall conduct its business and represent Comcast in a professional, ethical, legal and businesslike manner. Vendor agrees that it will: (i) utilize only competent personnel; (ii) conduct its operations at all times in such a manner that its actions or the actions of its personnel will not jeopardize Comcast's and its parent's, affiliates' and subsidiaries respective relationships with governmental authorities, communities in which Comcast or Vendor operates and with Comcast's actual and potential customers; and (iii) ensure that personnel maintain a polite, cooperative manner when dealing with any and all prospective and actual customers. Comcast shall have the right for any reason, not inconsistent with applicable laws, rules or regulations, to request that Vendor discontinue using any person or persons for the Services. Any such request shall be fulfilled to the best of Vendor's ability immediately upon receipt of Comcast's written notice to Vendor. Vendor shall not furnish such person(s) so removed to perform the Services, without the prior written consent of Comcast.

4.7 Vendor shall implement and comply with Security Protocols established by Comcast and attached hereto as Exhibit A. Upon reasonable prior notice, Comcast may audit Vendor for compliance with the Security Protocols. Any cost of audit shall be borne by Comcast, except in the event that a material breach of the Security Protocols is discovered during any audit, Vendor shall reimburse Comcast for the reasonable costs incurred in performing such audit. Comcast reserves the right to amend such Security Protocols from time to time as deemed necessary in its sole discretion, provided that Vendor shall have thirty (30) days from the date Comcast notifies Vendor of such change to either: (i) implement changes; or (ii) if such changes would result in substantial costs to Vendor or would otherwise adversely impact the provision of Services by Vendor hereunder, contact Comcast in order for the parties to discuss and mutually resolve such requested changes. Any failure to comply with Security Protocols (or amended Security Protocols, after such thirty (30) day period) shall be deemed a material breach of this Agreement, giving rise to Comcast's right to immediately terminate this Agreement in its sole discretion without notice or opportunity to cure. The parties agree that it may be difficult, if not impossible, to determine damages in the event of a material breach of the Security Protocols. Vendor agrees to pay as liquidated damages, and not as a penalty, an amount equal to [***], in the event any material breach of the Security Protocols occurs. Such amount shall be in addition to any other obligation of Vendor, including, but not limited to, the indemnification obligations set forth in Section VI below, entitled "Indemnification, Limitation of Liability." The parties agree that this amount is reasonable and commensurate with the anticipated loss to Comcast resulting from such breach and is agreed to as a fee, not a penalty.

4.8 Vendor agrees to secure and maintain, at its sole cost and expense:

(i) Commercial General Liability Insurance for damage claims due to bodily injury (including death), or property damage caused by or arising from acts or omissions of Vendor with limits of no less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) annual aggregate. Coverage is to include coverage for personal and advertising liability and contractual liability;

(ii) Workers' Compensation insurance in compliance with all statutory requirements;

(iii) Errors and Omissions liability insurance with limits of no less than one million dollars ($1,000,000.00) per claim and three million dollars ($3,000,000.00) annual aggregate;

(iv) Cyber-Liability, e-commerce liability or media professional liability insurance with limits of no less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate; and

(v) Umbrella Liability insurance with limits of no less than five million dollars ($5,000,000.00) per occurrence and five million dollars ($5,000,000.00) annual aggregate.

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(vi) Crime insurance, including third party Crime with limits of no less than one million dollars ($1,000,000) per occurrence.

(a) Vendor shall name Comcast and its parent, subsidiaries, affiliates, and assigns, and their respective directors, officers, employees, and agents, and any other party reasonably required by Comcast, as additional insured on all such General Liability policies. All policies shall be written with an insurance company licensed to do business in the state where services are provided, and having an AM Best rating of no less than A- VIII. Vendor shall provide thirty (30) days prior written notice of cancellation or material changes to any required policy. Maintenance of the foregoing insurance will in no way be interpreted as relieving Vendor of any responsibility whatsoever under this Agreement with respect to liability or indemnification.

(b) Vendor will provide to the notice address named herein, no later than ten (10) days before commencing work hereunder, and prior to the expiration of each policy, a certificate or certificates evidencing the insurance coverage and endorsements required herein. The acceptance or failure to reject any such certificate shall not constitute a waiver by Comcast of the requirements herein. Should Vendor fail to provide acceptable proof of the required insurance, Comcast shall have the right, but not the obligation, to withhold all payment until proof of the required insurance is provided, or terminate this Agreement immediately upon written notice to Vendor.

4.9 Vendor shall cause a Background Check (as defined below) to be completed on all personnel assigned by Vendor to provide Services hereunder prior to the date such Services commence and shall not assign personnel to provide Services hereunder if the results of any Background Check, or Vendor's actual knowledge, indicate that such personnel may pose a risk to Comcast property, employees, subscribers or Comcast Proprietary Information. The parties understand and agree that the nature of the information that Vendor personnel may access, as well as the requirements of applicable law, may change from time-to-time, and in such cases, the parties will work together in good faith to modify this Section 4.9 and/or the applicable SOW to address any such changes. Notwithstanding the performance of any Background Check, Vendor shall be legally responsible for all acts of its personnel. For purposes of this Section 4.9, a "Background Check" means a background investigation performed by an agency in good standing with the National Association of Professional Background Screeners, and shall include, but not be limited to, a check of felony and misdemeanor criminal convictions (federal, state and county) for at least the immediately preceding seven (7) year period, as well as searches of the national terrorist watch list and relevant national and state sex offender registries. At all times while performing Services, Vendor personnel shall not (a) possess, distribute, manufacture or use any illicit drug; (b) consume or possess alcohol; (c) possess any prescription drug for any person other than the person for whom the drug is prescribed (or a member of such person's household) or abuse any prescribed drug; or (d) perform Services under the influence of alcohol and/or illicit drugs.

4.10 Except as otherwise set forth in this Agreement or a SOW, Vendor is solely responsible for furnishing all equipment, software, systems, tools, documentation, licenses, permits, approvals, supplies and other tangible and intangible items necessary to provide the Services and perform its obligations under this Agreement.

4.11 Vendor will monitor and record its compliance with the Service Level Guarantees (as defined in an applicable SOW) on an on-going basis throughout the Term of this Agreement. Vendor shall use a Comcast approved (or if made available to Vendor by Comcast, a Comcast supplied monitoring tool (e.g., Click2Coach, Witness, or NICE)) that is equipped to monitor calls with both voice and screen capture. Vendor shall conduct periodic support reviews with Comcast upon the prior written request of Comcast.

4.12 Vendor shall provide Comcast with unimpeded password protected remote access to Vendor's monitoring tools (e.g., tools used to monitor to Vendor's personnel performing the Services on a random basis and/or to review electronic responses on a random basis, including, but, not limited to, remote monitoring of all live calls to all toll free numbers Comcast sends to Vendor) prior to Vendor commencing to provide the Services. Vendor shall ensure that the remote monitoring capability provided to Comcast complies with applicable State and Federal laws. Comcast reserves the right to audit Vendor's performance of this Agreement and the Services by whatever means Comcast deems appropriate with or without notice to Vendor, including, but not limited to, customer surveys, monitoring calls and/or other work related activities (either onsite or remotely) provided as a part of the Services to the extent permitted under applicable law and, in the case of financial audits, on thirty (30) days written notice. Comcast may utilize Comcast personnel or third parties to conduct such audits, which shall be at Comcast's expense. If requested by Comcast, Vendor will provide Comcast with copies of all records of Vendor's performance of the Services, including, but not limited to, phone records, reports and such other information and records in the format requested by Comcast.

4.13 Vendor agrees to maintain dedicated quality assurance staff focused on monitoring the customer quality experience and ensuring Vendor is adhering to Comcast's Quality Support Guidelines. As used herein, "Comcast Quality Support Guidelines" are a Comcast developed set of defined behaviors and performance criteria to which all CSRs are measured regarding their interaction with Comcast customers or prospective customers from a quality perspective. Vendor will perform [***] evaluations per CSR per month. Vendor's quality assurance staff will assess CSR and supervisor evaluations and identify calibration gaps. If gaps are identified, the quality assurance staff will develop corrective action plans to eliminate the identified gap(s).

4.14 Vendor will equip the facilities where the Services are performed (excluding the facilities of Vendor's work from home personnel, the "Designated Facilities") to Comcast's general architecture specifications for the Services as set forth in Exhibit C Technical Requirements attached hereto. Vendor's CSR desktops (including those of Vendor's work from home CSRs) shall comply with Exhibit C –Technical Requirements. Comcast shall have the right to review all Designated Facilities used in providing the Services, including, but not limited to, all devices, equipment, ports, circuits, network bandwidth and any perform other technical and system review(s) upon two (2) business days written notice to Vendor.

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(a) Vendor's personnel performing the Services will connect to Comcast's telecommunications services, virtual desktop systems, and customer care tools, via dedicated circuit path between the party's networks. The network design should allow Vendor's traffic to traverse a primary path but be capable of failing over to a secondary path in the event of a circuit outage on the primary path as set forth in Exhibit D -Telecommunications Requirements attached hereto. The dedicated circuits will be acquired by Vendor, at Comcast's cost, from at least two diverse providers with sufficient bandwidth to support the specified number of seats at the Designated Facilities. Subject to mutual agreement and specified in the applicable SOW, these dedicated circuits will be procured and managed by either Vendor or Comcast. Unless otherwise set forth in the SOW, Comcast shall not be responsible to reimburse Vendor for losses due to downtime of either dedicated circuit resulting in Vendor's personnel not being able to perform Services.

(b) Vendor shall provide USB headsets for Vendor personnel who require the use of a telephone to provide the Services.

(c) Vendor's workstations shall meet minimum workstation hardware requirements, operating system and software requirements as specified below and as otherwise set forth in the applicable SOW which are subject to change, pursuant to the Change Management process set forth in Section 12 of the applicable SOW

Workstation Requirements:

- Core Intel i5 processor with 4GB of RAM or equivalent with a 80GB 7200 RPM SATA hard drive and integrated Intel video with integrated audio
- Windows XP Professional operating system or higher
- 17-19" Dell LCD display (or its equivalent).

(d) Any request by Vendor or Comcast to change network or Internet connectivity must be communicated to the other party in writing for approval a minimum of thirty (30) days prior to the requested date of change. If such request if made by Vendor, Comcast may, at its sole discretion, decline the change request or require additional changes to the request. Any change to network or Internet connectivity shall be planned and executed in a coordinated way, so as eliminate or minimize downtime of the Services Any Services.

4.15 In the event of the termination or expiration of a SOW, Vendor shall, at Vendor's cost, return to Comcast all Comcast Equipment (as defined below), and all other tangible or intangible items of Comcast then in Vendor's possession or control within ten (10) days of such termination or expiration, unless the Comcast Equipment, tangible or intangible items are being used by Vendor to provide Services under another SOW, in which case such Comcast Equipment, tangible or intangible items may be retained by Vendor until the expiration or termination of such SOW. Comcast Equipment shall be returned via a major carrier and with insurance equal to the current market value (as supplied by Comcast). Vendor shall provide Comcast with the shipment tracking numbers upon shipment. Any Comcast Equipment which is damaged, lost, stolen or otherwise missing will be billed to Vendor at the full replacement value.

4.16 Vendor will maintain the network and server operating systems to industry standard patch levels.

4.17 Vendor shall meet or exceed the following: (i) [***] telecommunications availability, (ii) [***] Internet availability and (iii) [***] local area network ("LAN") availability as measured on a monthly basis (collectively, the "Network Service Levels"). In the event that Vendor's owned and operated network facilities do not meet the [***] uptime and availability requirements, Vendor shall provide in such report details regarding how such uptime and availability will be met.

(a) Voice and data quality over Vendor's owned and operated network facilities shall at a minimum meet the relevant industry quality standards.

(b) Within ten (10) days after the end of each calendar quarter, Vendor shall provide to Comcast a report that sets forth the service level metrics of its telecommunications/internet suppliers for the calendar quarter.

(c) With respect to the infrastructure related to each Network Service Level, Comcast shall be entitled to do a site audit of Vendor's architecture upon at least twenty-four (24) hours prior notice to Vendor. Changes to any infrastructure architecture related to the Network Service Levels must be communicated to and approved by Comcast in advance of the changes so as to ensure Comcast adequate time to prepare for the change in infrastructure. Vendor shall notify Comcast: (i) at least two (2) weeks in advance of any scheduled maintenance related to the network facility or Vendor's telecommunications infrastructure with a plan and such maintenance shall be subject to the reasonable approval of Comcast and (ii) immediately, in the case of emergency maintenance. Any Productive Hours or other Vendor compensation lost due to maintenance of Vendor's systems shall not be billable to Comcast. Vendor shall supply a quarterly review and plan for addressing any issues related to the Network Service Levels. Vendor will provide Comcast with monthly reports on Vendor's metrics related to the Network Service Levels.

4.18 Vendor will provide a dedicated training staff, training facilities and training materials. Vendor will provide adequate trainer staffing levels to meet the training needs of Vendor personnel providing the Services, as determined by Vendor. Vendor shall ensure that all individuals responsible for training Vendor's personnel to perform the Services have been properly trained in the performance of the Services. Unless otherwise set forth in a SOW, Vendor shall be responsible for developing, managing, and maintaining all aspects of Vendor's training curriculum, including the development, management and maintenance of training materials, and the training of its personnel. Comcast shall have the right to review and approve the content of all training curriculum and materials prior to its use by Vendor. Comcast shall have the right, at its sole discretion, to observe any training class for Vendor personnel providing the Services.

4.19 Vendor will appoint a primary relationship manager and a backup to manage the relationship established by this Agreement (the "Vendor Relationship Manager"). The Vendor Relationship Manager will: (i) have overall managerial responsibility for the Services; (ii) attend Comcast executive level meetings and planning sessions as requested by Comcast; (iii) serve as Vendor's primary liaison with Comcast's Relationship Manager; and (iv) coordinate, oversee, and monitor Vendor's performance of the Services with the applicable Vendor managers responsible for such performance. The Vendor Relationship Manager will be responsible for the set up and maintenance of Comcast's branding collateral, as provided by Comcast, in specified areas of the Designated Facilities.

4.20 Vendor will appoint a technical account manager and a backup to oversee the technology required to support the Services (the "Technical Account Manager"). The Technical Account Manager will: (i) have overall managerial responsibility for Vendor's technology; and (ii) serve as the primary liaison to Comcast as to the Vendor's technology with Vendor Relationship Manager. Promptly following the Effective Date, each party shall provide the other party with the name, telephone number, facsimile number and electronic mail address of their respective Relationship Managers. In addition to any notice requirements set forth in this Agreement, all significant communications relating to this Agreement will be directed to Relationship Managers for each party. Either party may change their Relationship Managers at any time during the term of this Agreement by notifying the other party of such change.

4.21 Key Vendor Personnel means Vendor's employees in key positions that are deemed by Comcast to be critical to the success of the Services including: Trainer(s), Quality Analyst(s), Workforce Management personnel, Development Lead(s), and Operations Manager(s). Vendor shall assign Key Vendor Personnel to support the Services during the term of a SOW. Vendor may replace Key Vendor Personnel without providing Comcast with prior notice provided that the replacement has the same skill sets in all material respects as the Key Vendor Personnel being replaced. Comcast shall have the right to review the resume of such new Key Vendor Personnel. Comcast will not be charged for any time necessary to train replacement Key Vendor Personnel.

4.22 Vendor shall ensure skilled network facility repair personnel are available 7 days a week, 24 hours a day, 365 days a year to manage of Vendor's network facilities (the "Network Personnel"). The Network Personnel shall have detailed knowledge of all systems used by Vendor to provide the Services and be capable of providing support and information to identify and resolve issues related to the Vendor's network facilities. Network Personnel shall be on duty thirty (30) minutes prior to the start of the Operation Hours (as defined in the applicable SOW) until thirty (30) minutes after the end of the Operation Hours as well as during any installation or maintenance of Vendor's network facilities. Vendor shall provide Comcast with information regarding an outage of Vendor's network facilities as soon as such information is available, including, but not limited to, the anticipated timeframe for resolution of the outage. Vendor shall provide the name, telephone number, facsimile number and electronic mail address of Vendor contacts to whom any telecommunications or network outage or latency problems are to be directed.

4.23 Vendor agrees to provide Comcast with daily, weekly and/or monthly report(s) of its performance under this Agreement in a format acceptable to Comcast, including, but not limited to, all reports listed in the applicable SOW. The parties agree to meet on a quarterly basis during the term of this Agreement at a time and location determined by Comcast to review and discuss the performance of this Agreement and related matters such as planning, forecasting, new services and such other matters as Comcast deems appropriate. Any Vendor action items from such meetings must be followed-up on within seventy-two (72) hours, unless otherwise agreed to by Comcast. In addition to the reports set forth herein, Vendor will supply Comcast with a complete post mortem within twenty-four (24) hours following any outage resulting in a loss of 150 or more Productive Hours.

4.24 Vendor shall cause all its personnel with access to information contained in Comcast's billing systems to complete the appropriate form attached hereto as Exhibit E. Vendor shall retain such forms and shall submit the Contractor CPNI Certification form attached hereto as Exhibit F within thirty (30) days of the date of Vendors execution of this Agreement. Thereafter, the Vendor shall submit the Contractor CPNI Certification form as new Vendor personnel are provided with access to Comcast's billing systems.

SECTION V

DUTIES OF COMCAST

5.1 Comcast shall pay Vendor for its performance of the Services, pursuant to Section III.

5.2 Comcast shall comply with all laws, rules and regulations governing its activities under this Agreement.

5.3 Comcast shall keep Vendor informed of the descriptions, prices, terms and conditions under which the Comcast Products shall be provided, and Comcast shall review and approve/disapprove all scripts and other sales and marketing materials developed by Vendor on a timely basis.

5.4 Comcast shall invoice or arrange to invoice customers obtained by Vendor for the Comcast Products. Vendor shall have no right or obligation to bill or to collect any payments from actual or potential customers for Comcast Products, nor shall Vendor so bill and/or collect. Should Vendor receive any payments for Comcast Products hereunder directly from a customer, Vendor shall immediately tender such payments to Comcast.

5.5 Comcast agrees that during the Term of this Agreement that it will not solicit any employee of Vendor for the express intent of employment with Comcast, provided that nothing herein shall prohibit any general advertisement for employment opportunities, which is not specifically targeted at any particular employee.

5.6 Comcast shall provide and maintain the Comcast online information systems, equipment and software necessary to provide the Services, including invoicing, as determined by Comcast (the "Comcast Equipment") including: Comtrac, Einstein, Grand Slam, Agent Dash Board, Offer Management Tool, Links to relevant reporting tools, Outage Board, Rate Guide, Pinnacle, OCR Tool, Quality Assurance reporting portal, TTS, Einstein, and Cafe. The Comcast Equipment shall not include the equipment or software which Vendor is required to provide under this Agreement or a SOW. Vendor will provide Comcast with an estimate of all costs associated with software and/or hardware to be paid for by Comcast, if applicable. Comcast shall respond within five (5) business days of receiving the estimate. If Vendor does not receive a response within five (5) business days such estimate shall be deemed denied. Vendor shall not purchase any such software and/or hardware without the prior written approval from Comcast. Comcast shall retain title to Comcast Equipment at all times. Vendor shall not create or permit to be created any liens or encumbrances on Comcast Equipment. Comcast shall be responsible for providing and maintaining all equipment within Comcast's firewall as it relates to providing connectivity for Vendor's workstation infrastructure including, but not limited to, the network, servers, routers, hubs, data service units, and network information servers necessary to perform the Services.

5.7 If the Comcast Equipment is defective, Comcast, at its expense, shall repair or replace the defective Comcast Equipment; provided, however; this shall not apply to any Comcast Equipment that has been lost or damaged because of misuse, disaster (including, but not limited to, fire, flood, or earthquake) or theft while in the possession of the Vendor. In the event Comcast repairs or replaces such lost or damaged Comcast Equipment, Vendor shall pay the full replacement cost within thirty (30) days of the date of receipt of Comcast's invoice.

5.8 If applicable to an SOW, Comcast shall provide Vendor with sixty (60) days advance written notice of the Service Level Targets (as defined in the SOW) for each fiscal month, other than Line Adherence, which shall be as specified in the SOW.

5.9 Promptly following the Effective Date, Comcast shall provide Vendor with a master copy of relevant documentation and materials for the Comcast Products as applicable to the Services. Alternatively, Comcast may provide such information electronically. Vendor may copy and circulate copies of such materials to its personnel who will be performing the Services provided it preserves the intellectual property marks or confidentiality marks contained on such materials. Vendor shall cease the use of and return the master copy and any and all copies of such documentation and materials to Comcast upon the termination of this Agreement as well as those materials developed by Vendor specific to the Services containing Comcast Proprietary Information.

5.10 Comcast will appoint at least one relationship manager to manage the relationship with the Vendor established by this Agreement (the “Comcast Relationship Manager”). The Comcast Relationship Manager will: (i) have overall managerial responsibility for Comcast’s responsibilities under this Agreement; and (ii) serve as the primary liaison with Vendor Relationship Manager.

SECTION VI

INDEMNIFICATION, LIMITATION OF LIABILITY

6.1 Vendor will indemnify and hold Comcast and its respective partners, directors, officers, agents and employees (the “Indemnities”) harmless from and against all claims, demands suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, reasonable legal fees) or causes of action of third parties (collectively, “Liabilities”) brought against or incurred by any Indemnitee for: (i) injury to persons (including physical or mental injury, libel, slander and death); (ii) loss or damage to property; (iii) violations of applicable laws, applicable permits, codes, ordinances or regulations by Vendor; (iv) damages arising from a data security breach involving Vendor’s local network environment; or (v) any claims arising out of or in connection with Vendor’s obligation pursuant to this Agreement or any other liability, resulting from the negligence or willful misconduct of Vendor, its officers, agents, employees, or subcontractors in the performance of this Agreement. If Vendor and Comcast jointly cause such Liabilities, the parties will share the liability in proportion to their respective degree of causal responsibility. Comcast will indemnify and hold Vendor and its respective partners, directors, officers, agents and employees harmless from and against all claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including without limitation, reasonable legal fees) or causes of action (collectively, “Liabilities”) brought against or incurred by Vendor for: (i) any claims arising out of or in connection with Comcast’s obligation pursuant to this Agreement or any other liability resulting from the negligence or willful misconduct of Comcast, its officers, agents or employees in the performance of this Agreement.

6.2 Notwithstanding anything in this Agreement to the contrary, if a Fine (as defined below) is charged or owed due to Vendor's failure to make the PCI Environment (as defined below) PCI Compliant as set forth in Exhibit A, Vendor will indemnify, defend, and hold Comcast harmless from and against such Fine. If a Fine is charged or owed due in material part to Comcast, including Comcast's hardware, software, network (excluding the services provided by another service provider/vendor), Vendor will have no indemnity obligations related to such Fine, provided that Vendor has notified Comcast that it is unable to be PCI Complaint due to Comcast prior to the assessment of such Fine. If a Fine is charged or owed partially due to Vendor's failure to make the PCI Environment PCI Compliant, Vendor shall only be liable for Vendor's proportionate amount of such Fine as determined based on any specific percentage attribution of causation determined by the entity charging, determining, or owed the Fine, or if no such attribution is specified, on a pro rata basis between Vendor and the other parties identified as responsible for such failure. A "Fine" shall mean any administrative or breach based fines or penalties levied against Comcast specifically for its failure to be PCI compliant. "PCI Environment" shall mean any Vendor systems that have, or substantially support Vendor systems which have, cardholder data.

6.3 EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S (1) GROSS NEGLIGENCE, INTENTIONAL ACTS, CRIMINAL OR FRAUDULENT ACTS OR (2) A PARTY'S OBLIGATION TO INDEMNFIFY THE OTHER PARTY HEREUNDER, OR (3) A PARTY'S BREACH OF SECTION X (RELATING TO CONFIDENTIALITY) OF THIS AGREEMENT (IN EACH CASE, WITH RESPECT TO WHICH THESE LIMITATIONS SHALL NOT APPLY), UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE GROUNDS) FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO, LOSS REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S (1) BREACH OF PAYMENT OBLIGATIONS IN RELATION TO FEES DUE, (2) A PARTY'S OBLIGATION TO INDEMNFIFY THE OTHER PARTY HEREUNDER, OR (3) A PARTY'S BREACH OF SECTION X (RELATING TO CONFIDENTIALITY) OF THIS AGREEMENT (IN EACH CASE, WITH RESPECT TO WHICH THESE LIMITATIONS SHALL NOT APPLY), UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE GROUNDS) FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT IN EXCESS OF FIFTEEN MILLION DOLLARS ($15,000,000).

SECTION VII

EXPENSES

Except as otherwise provided in this Agreement, a SOW or as otherwise agreed to in writing by the parties, Comcast shall be responsible for all expenses incurred by Comcast in the performance of Comcast's obligations under this Agreement and/or SOW. Vendor shall be responsible for all costs and expenses arising out of or relating to the provision of the Services and all other resources required for Vendor to perform its obligations under this Agreement or a SOW.

SECTION VIII

TRADEMARKS AND SERVICE MARKS

8.1 Except as expressly provided in Section 8.2, Vendor shall not be deemed by anything contained in this Agreement or done pursuant to it to acquire any right, title or interest in or to the use of the name “Comcast,” the Comcast service marks, or in or to any trademark or service mark now or hereafter owned by or used by Comcast or any parent, subsidiary or affiliate thereof (the “Marks”).

8.2 Vendor shall not use the Marks in its business, trade or corporate name without the express written consent of Comcast. To the extent that this Agreement expressly authorizes use of such Marks, such use by Vendor is permitted solely for purposes of the Vendor’s performance of its obligations under this Agreement, and such Marks may not, in any instance, be used to promote the services of Vendor or of any provider of products or services other than Comcast.

8.3 Immediately upon termination of this Agreement, Vendor will turn over to Comcast any materials using any Mark, unless Comcast has consented to ongoing use by the Vendor of such Marks pursuant to a separate agreement.

SECTION IX

INVENTION AND PATENT RIGHTS

9.1 Neither party shall be deemed by anything contained in this Agreement or done pursuant to it to acquire any right, title or interest in or to any design, invention, improvement, process, methodology, ideas, know-how, techniques or system now or hereafter embodied in any Comcast Product or in any hardware, software or middleware provided by a party to the other party, whether or not such design, invention, improvement, process or system is patented or patentable under the laws of any country.

9.2 Comcast shall have the right to negotiate the right to use (by ownership, license or otherwise) for itself and any of its subsidiaries or affiliates any customer service systems and any other system, process, tool, method, procedure or information used specifically by Vendor in connection with providing the Services, but excluding Vendor's underlying systems or intellectual property utilized therein, on terms reasonably acceptable to Comcast and Vendor.

SECTION X

PROPRIETARY INFORMATION, NONDISCLOSURE AND PUBLICITY

10.1 Both parties agree that all information furnished to it by the other party which is identified as being proprietary or confidential or which the receiving party knows or has reason to know is confidential, trade secret or proprietary information (the "Proprietary Information") is to be treated in a confidential manner and shall remain the sole and exclusive property of the providing party. Proprietary Information may not be directly or indirectly disseminated to any third party without the prior written consent of the disclosing party; *provided, however,* that the receiving party may disclose the same to its employees and subcontractors that have a need to know because of their involvement in this Agreement and have agreed to maintain the confidential nature of the Proprietary Information. Both parties acknowledge that the Proprietary Information of the other party is a valuable asset of the disclosing party, that any unauthorized disclosure or use thereof may cause irreparable harm and loss, that monetary damages may not be sufficient to compensate, and that injunctive relief is an appropriate remedy to prevent any actual or threatened unauthorized use or disclosure of the Proprietary Information. Without limiting the foregoing, the terms and conditions of this Agreement are Proprietary Information. Both parties shall return any copies of Proprietary Information to the disclosing party upon the request of the disclosing party and upon the termination or expiration of this Agreement.

10.2 The confidentiality and non-disclosure obligations set forth herein do not apply to any portion of the Proprietary Information that (i) is or becomes public knowledge through no fault of the receiving party; (ii) is disclosed to the receiving party without a restriction on disclosure by a third party that has the lawful right to disclose the same; or (iii) is required to be disclosed by the receiving party pursuant to a lawful and formal request of a governmental or regulatory authority (so long the receiving party provides the disclosing party with prior written notice of such governmental or regulatory request and a reasonable opportunity under the circumstances to contest such request).

10.3 Neither party shall use any confidential information belonging to a third party in furtherance of their obligations hereunder, unless otherwise authorized by that third party.

10.4 Vendor shall not use any trademark, service mark, trade name, or other name or logo of Comcast in any advertising or publicity and shall not issue any public statement concerning this Agreement or the Services rendered hereunder without the prior written consent of Comcast. Notwithstanding any other provision of this Agreement, Vendor may disclose such information as may be expressly required under applicable law without such consent from Comcast, provided that Vendor promptly (prior to such disclosure to the extent possible) notifies Comcast in writing of any such disclosure required by law, including any notices received by Vendor requiring such disclosure. Further, Vendor may disclose the existence of this Agreement and discuss non-confidential information, including qualitative information customarily discussed by public companies in relation to material agreements and large customers, in its public releases and filings required by the Security Exchange Commission, and investor relations and corporate communications.

10.5 Vendor hereby acknowledges that Comcast has a special responsibility under the law to keep personally identifiable information of its customers ("PII") private and confidential. PII is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 USC Sec. 551), as well as other applicable federal and state laws. Vendor agrees that it shall use such information in strict compliance with Section 631, all other applicable laws governing the use, collection, disclosure and storage of such information, and the protocols set forth hereunder. In addition to and without limiting the foregoing, in no event shall Vendor use, disclose or in any way provide personally identifiable information of a customer in violation of 47 USC 551 (as amended and supplemented, "Section 551") and Vendor further agrees to comply with all requirements and provisions of Section 551. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

SECTION XI

END USER, END USER INFORMATION AND CROSS-MARKETING

11.1 All actual customers who contact Vendor concerning the Comcast Products are customers of Comcast and not customers of Vendor. Vendor hereby agrees that Comcast holds all title, right, possession in its customers and that no such title, right, possession and dominion shall pass to Vendor hereunder.

11.2 All customer information, including, but not limited to, customer names, addresses, telephone numbers, email addresses, service selections and the like, shall constitute Comcast Proprietary Information, regardless of whether or not such information is specifically identified as such. Vendor shall use such customer information for no other purpose or purposes other than those expressly authorized in this Agreement or a SOW.

11.3 Vendor, its affiliates and subsidiaries, and their respective employees and agents, hereby agree that they shall not directly or indirectly induce, influence or suggest that any actual or prospective Comcast customer purchase, contract for, or switch to any non-Comcast product or service. Comcast shall have the right to enforce this Section XI by obtaining an injunction or specific performance from any court of competent jurisdiction. Additionally, if Vendor its affiliates and subsidiaries, and their respective employees and agents or its subcontractors violates this Section XI, Comcast, in addition to the right to terminate the Agreement pursuant to Section XII, shall be entitled to recover reasonable attorneys' fees in redressing said breach. The provisions of this Section XI shall survive the termination of this Agreement. The remedies set forth herein are cumulative and are in addition to, and not in limitation of, other remedies available at law or in equity. None of the remedies specified in this Section XI for any default or breach of this Agreement shall be exclusive.

SECTION XII

TERM AND TERMINATION

12.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter until December 31, 2014 unless terminated earlier in accordance with this Agreement (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless written notification of cancellation is provided by either party no less than sixty (60) days prior to the termination of the then current Term. The Initial Term and the Renewal Term, if any, are collectively the "Term."

12.2 Comcast may, at its election, terminate this Agreement and/or any SOW without cause on ninety (90) days written notice to Vendor.

12.3 Comcast may, at its election, terminate this Agreement and/or any SOW immediately if an order by any court or governmental authority with proper jurisdiction deems the activities of either party to be in conflict with an applicable law, rule or regulation, if Comcast loses any authorization, franchise or permit necessary to provide the Comcast Products, or if Comcast ceases to provide such Comcast Products.

12.4 Comcast may, at its election, terminate this Agreement, and/or any SOW if a material breach by Vendor occurs, and such material breach continues for a period of thirty (30) days after written notice from Comcast to Vendor specifying the breach.

12.5 Vendor may, at its election, terminate this Agreement and/or any SOW if a material breach by Comcast occurs, and such material breach continues for a period of thirty (30) days after written notice from Vendor to Comcast specifying the breach.

12.6 Comcast may, at its election, terminate this Agreement and/or any SOW if Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or if a committee of creditors or other representative is appointed to represent its business, or if a voluntary or involuntary petition under any section of a bankruptcy or similar act shall be filed by or against the Vendor and the Vendor fails to discharge the petition or to obtain dismissal of the petition within ten (10) days following the appointment of such committee or representative.

12.7 Vendor may, at its election, terminate this Agreement and/or any SOW if Comcast becomes insolvent or makes an assignment for the benefit of its creditors, or if a committee of creditors or other representative is appointed to represent its business, or if a voluntary or involuntary petition under any section of a bankruptcy or similar act shall be filed by or against Comcast and Comcast fails to discharge the petition or obtain dismissal of the petition within ten (10) days following the appointment of such committee or representative.

12.8 Except as expressly set forth in this Agreement, no termination of this Agreement and/or any SOW shall affect any accrued rights or obligations of either party as of the effective date of such termination, nor shall it affect any rights or obligations of either party which are intended by the parties to survive any such termination. Any remedies set forth in this Agreement for a termination by Comcast due to breach of this Agreement by Vendor are cumulative and are in addition to, and not in limitation of, other remedies available at law or in equity. None of the remedies specified in this Agreement for any default or breach of this Agreement shall be exclusive, unless expressly set forth in this Agreement.

12.9 In connection with any termination or non-renewal of this Agreement or a SOW, Vendor agrees to assist Comcast with a smooth and efficient transition of the Services to a third party designated by Comcast or to Comcast. Such transition shall be for the period designated in the notice of termination but shall not exceed six (6) months (the "Transition Period"). Such transition shall include, without limitation: (i) such reasonable assistance, advice and training as Comcast may request, (ii) the assignment or sublicensing of any third party licenses used by Vendor in providing the Services, (iii) making available to Comcast on reasonable terms any third party services being used by Vendor in providing the Services, (iv) a continuation of the Services during the Transition Period, and (v) such other reasonable assistance as Comcast may request. If Comcast terminates this Agreement or an SOW pursuant to Section 12.4 above, Vendor shall pay all of Comcast's costs associated with transitioning the Services to a third party designated by Comcast or to Comcast. In the event such Transition Period extends after the Term of this Agreement, Vendor's performance of the Services and Comcast's payment therefore during the Transition Period shall be governed by the applicable SOW and this Agreement.

SECTION XIII

<u>RELATIONSHIP OF PARTIES</u>

13.1 Neither party to this Agreement is an agent, partner or employee of the other; rather, the parties are independent contractors. Vendor shall not be treated as an employee of Comcast for any purpose, including, but not limited to, state or federal income tax, the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act or any other state, federal, provincial or other unemployment or employment security act. Vendor is not authorized to make any promise, warranty or representation on Comcast's behalf with respect to the Comcast Products or to any other matter, except as expressly authorized in writing by Comcast.

13.2 Each party acknowledges that it has separate responsibility for all applicable federal, state, provincial and local taxes for itself and any of its employees and each party agrees to indemnify and hold the other harmless from any claim or liability therefore.

13.3 Each party understands and agrees that its employees shall not be entitled to participate in health or disability insurance, retirement or pension benefits, if any, to which employees of the other party may be entitled.

SECTION XIV

EEO REQUIREMENTS

14.1 Comcast is an equal opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, The Vietnam Era Veterans Readjustment Assistant Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by reference.

14.2 Affirmative Action Notice: Vendor is notified that it may be subject to the provisions of 29 CFR Part 471 Appendix A: 41 CFR Section 60-1.4(9); 41 CFR Section 60-250.4 and/or Section 60-300.5; and 41 CFR Section 60-741.5 with respect to affirmative action program and posting requirements.

SECTION XV

REPRESENTATIONS AND WARRANTIES

15.1 Vendor represents and warrants that (i) the execution, delivery and/or performance of this Agreement or a SOW will not conflict with or result in any breach of any provision of the charter, by-laws or other governing instruments of Vendor or any agreement, contract or legally binding commitment or arrangement to which Vendor is a party, and (ii) Vendor is not subject to any limitation or restriction (including, without limitation, non-competition, and confidentiality arrangements) that would prohibit, restrict or impede the performance of Vendor's obligations under this Agreement or a SOW. If any of the foregoing representations or warranties should prove untrue, Vendor shall be deemed in material breach of this Agreement.

15.2 Comcast warrants and represents to the best of its knowledge that at no time during the term of this Agreement will the use of any services, information, materials, techniques, or products directly provided by Comcast infringe upon any third party's patent, trademark copyright, or other intellectual property right, nor make use of any misappropriated trade secret. No statements contained in any written information furnished to Vendor by or on behalf of Comcast in connection with this Agreement to the best of Comcast's knowledge contain any untrue statement of a material fact or omit any material fact necessary to make the statement not misleading.

SECTION XVI

DISASTER RECOVERY

16.1 Vendor will supply Comcast, upon Comcast's request not more than one time per year, with a copy of its written disaster avoidance and recovery plan (the "DAR Plan"). The DAR Plan shall contain procedures designed to safeguard Comcast's Proprietary Information and the availability of the Services, throughout the Term and shall include, without limitation, the following:

(i) Fire Protection. Consisting of the appropriate type and quality of equipment required to provide effective fire protection that it is regularly reviewed and updated, with smoke detectors (with remote enunciators and zone indicators) and automatic sprinkler systems in any computer areas.

(ii) Power. Multiple levels of power backup designed to provide uninterrupted operation of Vendor equipment and Comcast Equipment in the event of a loss of power in accordance with Comcast's Technical Requirements (attached hereto as Exhibit C). Power requirements shall include multiple feeds to Vendor site(s) from different processing stations of the local power company which furnishes the main power to Vendor site(s).

(iii) Equipment/Air Conditioning. Multiple levels of protection against loss of cooling, including a primary backup system which shall provide adequate backup cooling capacity, and a secondary backup system, which shall be capable of providing continuous cooling during a power outage so as to maintain Vendor equipment and Comcast Equipment at all times within the tolerances specified by the appropriate manufacturer.

(iv) Computer Equipment. Appropriate backup equipment that is capable of maintaining operations in the event of hardware failures at Designated Facilities with detailed, written recovery procedures which its personnel are familiar with which enable Vendor personnel to switch to backup hardware with minimal impact to Comcast.

(v) Power Generation. Details related to the frequency and load (for or partial) tests of Vendor's power generating capacity.

(vi) Testing. Testing to ensure Vendor's compliance with the DAR Plan performed at Designated Facilities twice per year. The testing shall include, but not be limited to, testing of hardware, installation and operation of all systems, processing of data and generation of reports, and testing of telecommunications facilities. The Vendor shall supply test results to Comcast within two weeks of each test. Failure to successfully complete the test will require re-testing within thirty (30) days of the original test. Vendor shall ensure that it will not fail testing more than two (2) times in any one twelve month period.

(vii) Recovery Procedures. Appropriate recovery procedures and automated recovery tools for a call center operations facility.

(viii) Operations Interruptions. Restoration of the Services as expeditiously as possible in the event of an unscheduled interruption. Vendor shall notify Comcast within ten (10) minutes of an unscheduled interruption. Notification will follow Comcast's escalation process related to the report of technology related outages.

(ix) Time Frames For Recovery. Time frames for restoration of Comcast's Services. Vendor shall work with telecommunications carriers and equipment vendors to restore service as expeditiously as possible. Any recovery times will be considered as downtime to Comcast.

(x) Maintenance Of Safeguards. Safeguards throughout the Term against destruction, loss, or alteration of Comcast's data, which are no less rigorous than those Comcast uses to protect Comcast data.

16.2 Any changes to the DAR Plan must be presented for review and approval by Comcast prior to implementation. The DAR Plan shall be reviewed by the parties on a quarterly basis and updated during the Term using American Institute of Certified Public Accountants standards as guidance. All personnel required under the DAR Plan shall have a current copy of the DAR Plan and shall be trained on the DAR Plan. In the event of a disaster, Vendor shall use its best efforts to migrate the Services to another site within seventy-two (72) hours of such disaster. Notwithstanding, the foregoing, in the event of a disaster which impairs Vendor's ability to provide the Services, Comcast shall have the right in its reasonable discretion to immediately perform the Services itself or to have the Services performed by a third party.

16.3 Vendor acknowledges and agrees that Vendor will not receive reimbursement for Productive Hours or other compensation lost due to a disaster even if Vendor meets the requirements of the DAR Plan. Notwithstanding anything in this Agreement to the contrary, Vendor further acknowledges and agrees that a failure to perform its obligations under this Agreement shall not be excused where such failure is caused by a failure to implement, update, or maintain the DAR Plan.

SECTION XVII

MISCELLANEOUS

17.1 Assignability. This Agreement is fully assignable by Comcast, provided, however, in the event Comcast assigns this Agreement Vendor shall have the right to terminate this Agreement for a period of ninety (90) days after the effective date of such assignment by providing thirty (30) days prior written notice. Vendor acknowledges that Vendor has been selected to participate in Comcast's call handling program after evaluation by Comcast of Vendor's financial stability and reputation in the business community, as well as the individual abilities and reputation of Vendor's management and work force. Accordingly, the parties agree that neither this Agreement, nor any SOW or any right or obligation hereunder, is assignable, in whole or in part, whether by operation of law or otherwise, by Vendor, without the prior written consent of Comcast. In the event of a permitted assignment or transfer, this Agreement and any SOW shall be binding upon and inure to the benefit of the parties hereto and their authorized successors and assigns.

17.2 Subcontractors. Vendor agrees that it will not subcontract or attempt to subcontract any of its duties or obligations hereunder without the prior written consent of Comcast. Vendor's use of a subcontractor does not release Vendor from any of its liabilities or obligations under this Agreement and/or a SOW. Vendor is responsible for all actions and omissions of its subcontractors that are performing for or acting on behalf of Vendor.

17.3 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

17.4 Severability. In the event any provision of this Agreement and/or a SOW is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement and/or a SOW shall otherwise remain in full force and effect and be enforceable.

17.5 Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement and/ or a SOW to the extent such delay or failure is caused by any force majeure condition, including, but not limited to, act of God, labor dispute, strike or government requirement. If any such condition occurs, the party delayed or unable to perform shall promptly give notice to the other party, and, among other remedies, the affected party may, at its discretion, extend the term of this Agreement up to the length of time the condition has endured.

17.6 Waiver. The failure of either party to enforce at any time any provision of this Agreement and/or a SOW, or its failure to exercise any option that is herein provided, or its failure to require at any time performance of any provision herein by that party shall in no way affect the validity of, or act as a waiver of, this Agreement and/or a SOW, or any part thereof, or any right of that party thereafter to enforce it.

17.7 Amendment and Modification. Except as provided in this Agreement, any amendment or modification of any provision in this Agreement, including modification of any SOW, will not be effective unless the amendment or modification is in writing and signed by both parties. Such amendment and modification shall be enforceable by its terms when signed by both parties.

17.8 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any controversy or dispute arising out of or relating to this Agreement shall be settled by binding arbitration in Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association then in force. The arbitration shall be governed by the United States Arbitration Act, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

17.9 Notices. All notices required or permitted hereunder shall be in writing and addressed to the respective parties as set forth below, which may from time to time be modified, and such notice shall be delivered by hand or by registered or certified mail, postage prepaid.

If to Comcast:	Comcast Cable Communications Management, LLC One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838 Attention: Sr. Vice President of Customer Service
with copies to:	Comcast Cable Communications Management, LLC One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838 Attn: General Counsel, Cable Legal
	Comcast Cable Communications Management, LLC One Comcast Center 1701 JFK Boulevard Philadelphia, PA 19103-2838 Attn: Sr. Vice President, Cable Procurement
If to Vendor:	Support. Com, Inc. 900 Chesapeake Drive, 2nd Floor Redwood City, CA 94063 Attention: Chief Executive Officer
with a copy to:	Support. Com, Inc. 900 Chesapeake Drive, 2nd Floor Redwood City, CA 94063 Attention: General Counsel

17.10 Entire Agreement. This Agreement, together with any SOW, recitals and all exhibits incorporated therein by reference, constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing.

17.11 Captions and Headings. The captions and headings of this Agreement or a SOW are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any portion thereof, nor affect it in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMCAST ______________________	VENDOR: **SUPPORT.COM, INC.**
BY: ______________________	BY: ______________________
NAME: ______________________	NAME: ______________________
TITLE: ______________________	TITLE: ______________________
DATE: ______________________	DATE: ______________________
WITNESS	**WITNESS**
BY: ______________________	BY: ______________________
NAME: ______________________	NAME: ______________________
DATE: ______________________	DATE: ______________________

EXHIBIT A: SECURITY PROTOCOLS

I. PII. Vendor hereby acknowledges that Comcast has a special responsibility under the law to keep personally identifiable information of its customers ("PII") private and confidential. PII is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 USC Sec. 551), as well as other applicable federal and state laws. Vendor agrees that it shall use such information in strict compliance with Section 631, all other applicable laws governing the use, collection, disclosure and storage of such information, and the protocols set forth hereunder.

II. Confidentiality Agreements. Vendor agrees to restrict disclosure of PII to those employees, contractors, or sub-contractors with a need to know and who are bound by contract to the confidentiality provisions herein. Such confidentiality agreements shall further restrict disclosure of any and all PII and usage data, activity data or other information collected from or about or otherwise regarding Comcast's Subscribers whether in individual or aggregate form. To the extent that Vendor has access to or collects such usage data, it does so solely on behalf of Comcast pursuant to its obligations hereunder and shall maintain the confidentiality of such data in accordance with Comcast's then applicable privacy policies, privacy statements and applicable law. Vendor shall not collect or maintain such usage data except to the extent necessary to perform its obligations under this Agreement. Vendor shall retain employee and contractor confidentiality agreements for a period of one year following termination of this Agreement.

III. Building Security. Vendor shall ensure that the Designated Facilities or any facility where Vendor stores any Comcast Proprietary Information are physically secure at all times in accordance with Vendors Security Plan (as defined below) and standard call center industry practice, including after business hours. All authorized employees or contractors with access to such facilities shall be issued and required to carry employee identification. Visitors to such facilities shall be escorted at all times.

IV. Encryption. Any PII or usage data that is collected or obtained by Vendor must be stored and transmitted in encrypted or otherwise secure form. In the event of a breach of security of any system, website, database, equipment or storage medium or facility that results in unauthorized access to PII or usage data by any third party (including any employee or subcontractor of Contractor that is not authorized to access such information), Vendor shall notify Comcast immediately and make best efforts to re-secure its systems immediately.

V. Remote Access. To the extent that Vendor is authorized to gain remote access to Comcast's networks or equipment for purposes of performing its obligations hereunder, Vendor shall ensure that:

a. Access is restricted to authorized employees.

b. Comcast is provided with a list of all such authorized employees upon request.

c. Remote access is used solely for purposes of fulfilling Vendor's obligations under this Agreement and only to access equipment or software that is directly involved in Vendor's performance of its obligations hereunder and not to access any other Comcast or third party systems, databases, equipment or software.

d. Remote access is obtained through a secure connection.

e. Compliance with the applicable policies, standards and requirements set forth in Exhibit B – Partner Connection Request Policies.

f. Compliance with the applicable policies, standards and or requirements set forth in Exhibit D - Telecommunications Specifications. Upon Comcast's request, Vendor will perform and provide results of periodic security audits of its access system and methods and will change authentication elements periodically to maintain the integrity and security of Vendor's access.

VI. User ID, Password, Device Administration. Vendor is responsible for the ongoing administration of User IDs, Password for Comcast tools and systems and peripheral devices installed on equipment which has access to Comcast tools and systems. As such, unless otherwise specifically agreed by the parties, Vendor must take appropriate and reasonable measures to ensure:

a. User IDs are unique to each employee

b. Access privileges do not exceed what is necessary for the performance of the Comcast approved activity

c. Terminated employee User IDs are disabled immediately and a formal process to remove physical access for CSRs in a timely manner upon separation from Vendor.

d. User IDs are audited monthly and the results of the audit are provided to Comcast upon request.

e. All Vendor network and systems access are controlled by enforcing strong passwords (e.g. 8 characters should include lower, uppercase letters and at least one special character. i.e. !@#$%**)**.

f. All passwords shall be changed every 90 days, and no duplicate passwords are allowed in the last 7 password changes. Access must be locked after three failed attempts to enter a password. First time passwords for new user accounts which are set to a unique value and must be changed immediately upon first logon.

g. Peripheral devices including but not limited to wireless network adapters, USB external drives, CD/DVD drives, and other devices that may result in a breach of these security protocols are disabled.

h. Workstations connected to Comcast's network cannot be used for purposes other than for the provision of the Services, including, but not limited to access unrelated websites or the download and installation of third party software or applications.

VII. Security Plan. The Vendor must have a documented security plan approved by Comcast for all of Vendor's systems that are necessary to support the Services (the "Security Plan"). Vendor may submit third-party audit reports and/or industry standard certificates that address substantively the same Security Plan requirements as those set forth below and such reports may be accepted by Comcast as fulfilling the Security Plan requirements. The plan must include:

a. Security awareness programs are in place to communicate policies and best practices to personnel on a regular basis.

b. A formal process to dispose of technology assets with management approval prior to disposal.

c. A formal process to remove all data from technology assets before disposal.

d. A formal process to evaluate and implement critical security patches based on business need.

e. A formal process to ensure default system settings, such as default permissions, accounts and passwords have been configured in accordance with Vendor security policies.

f. A formal process to forward audit logs to a centralized log collection facility for mutually agreed upon systems for monitoring and archiving.

g. A formal process to deploy host-based firewalls on all desktops or laptops with access to Comcast Proprietary Information.

h. A formal process to secure backup tapes.

i. A formal process to approve physical access to the facilities by authorized personnel prior to a person being granted access.

j. A formal process to review all physical access to facilities on a regular basis to assure access is commensurate with job responsibilities.

k. If applicable, a formal process to apply similar security controls and framework for work from home CSRs as are applied for CSRs in Designated Facilities.

VII. Social Media, Removal of Proprietary Information. Vendor is responsible for taking appropriate and reasonable measures to ensure Comcast Proprietary Information is not disseminated by Vendor employees or contractors in public forums. Vendor shall further prohibit physical removal of any item containing Comcast's Proprietary Information from any Vendor facility, regardless of the format in which it is stored, including but not limited to, disks, hard drives, or hard copy.

VIII. PCI Compliance. In the event Vendor engages in payment card transactions as a part of the services provided to Comcast, Vendor shall comply with the Payment Card Industry Data Security Standards ("**PCI DSS**") and any amendments or restatements of the PCI DSS during the term of this Agreement. Vendor accepts responsibility for the security of customer credit card data in its possession, even if all or a portion of the services to Comcast are subcontracted to third parties.

IX. Network Traffic Routing. Vendor's network traffic routing policy shall protect Comcast's information security and data integrity. There shall be no opportunity for the mingling of Comcast's Proprietary Information with other non-Comcast traffic. Vendor's network traffic routing policy shall ensure only traffic destined for Comcast targets is directed to the point-to-point virtual private network ("VPN") between Vendor and Comcast and any other traffic, including local network traffic and general Internet traffic, is not directed to the VPN.

X. Anti-Virus. Vendor shall maintain industry standard methods for defense against malware/trojan/virus infection. Vendor shall maintain a program of anti-malware/anti-virus updates to keep Vendor desktops free of infection. Vendor shall at regular intervals desktop execute scans and/or desktop image refresh actions to ensure workstation integrity and minimize the likelihood of infection.

X. Protocol Exceptions: Exceptions to the stipulated protocols may be granted with prior written consent from Comcast.

EXHIBIT B: PARTNER CONNECTION REQUEST POLICIES

In granting access to Comcast networks, Comcast assumes certain risks caused by systems beyond the administrative control of Comcast Information Technology controls and Comcast Information Security controls. To limit those risks, Comcast requires that all third party partners connecting to Comcast internal networks take reasonable actions to ensure that the third party partner network does not negatively impact the confidentiality, integrity, and availability of Comcast Information Assets, and that the confidentiality of Comcast information on third party partner systems is adequately maintained.

While Comcast requires vendors accessing its network to take reasonable measures to protect their information assets, Comcast provides no assistance to third party partners on matters of network configuration, computer security, or application assistance, other than that which is deemed necessary by Comcast to connect to Comcast Information Assets.

Policy	Applicable	Not Applicable
Third Party Partner Requirements	x	
Payment Card Industry Data Security Standards	x	
Access Control Policy	x	
Authentication Policy	x	
Change Management Policy	x	
Employee Personal Information Security Policy	x	
Payment Card Protection Policy	x	
Software Compliance Policy	x	

NE& TO

One-X Agent On-Net SIP to Outsourcers

(Document Version 1.0)

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1.1 Organization of Document

Section 1, **Introduction:** describes the purpose, scope, audience, reviewers & authorization, organization, and requirements language contained in this document, the normative and informative references in conjunction with this document, reference acquisition where applicable, various terms used in this document and their definitions, and various abbreviations and acronyms used in this document and their definitions.

Section 2, **Architecture:** describes the system architecture covering the functional as well as the physical aspects of the service/feature, describes the interfaces and protocols used, describes the OAM&P architecture (e.g. billing, provisioning) supporting this service/feature.

Section 3 **Use Cases and Transaction Flows:** describes the detailed use cases, which originate from customer use cases in the Product Requirements Document.

Section 4, **Technical Requirements:** provides the enumerated technical requirements subdivided as applicable to each major component of the service/system/feature.

Section 5, **Issues and Concerns:** is the list of open issues as of the current version of this document.

Section 6, **Appendi**x: lists various information (including the matrix of requirements) supporting the architecture and requirements listed in this document.

1.2 Conformance Notation

Throughout this document, the words that are used to define the significance of particular requirement are capitalized. These words are:

MUST — This word, or the adjective REQUIRED means that the item is an absolute requirement of this specification. The word MANDATORY may be used in lieu of MUST in certain circumstances.

MUST NOT — This phrase means that the item is an absolute prohibition of this specification.

SHOULD — This word or the adjective RECOMMENDED means that there may exist valid reasons in particular circumstances to ignore this item, but the full implications should be understood and the case carefully weighed before choosing a different course.

SHOULD NOT — This phrase means that there may exist valid reasons in particular circumstances when the behavior is acceptable or even useful, but the full implications should be understood and the case carefully weighed before implementing any behavior with this label.

MAY — This word or the adjective OPTIONAL means that this item is truly optional. One vendor may choose to include the item because a particular marketplace requires it or because it enhances the product, for example; another vendor may omit the same item.

1.3 References

This section contains those documents that are referenced within this document. If newer versions of these referenced documents exist than are identified below, the newer versions should be used to the extent that they do not conflict with this document. In the case of a conflict between a referenced document and this document, this document shall have precedence; however, by informing the author of this document it should be possible to update this document to remove any conflict.

1.3.1 Normative References

This section contains those documents that are required for understanding this document. These referenced documents may contain requirements that are implicitly included in this document.

1.3.2 Informative References

This section contains those documents that are useful for understand this document. These referenced documents may contain requirements that are explicitly included in this document; however, no requirements in these documents will be implicitly included in this document.

1.4 Terms and Definitions

This section contains the definitions of terms that have specific meaning when used within this document.

Term	Definition
E.164	An International Telecommunication Union Telecommunication Standardization Sector recommendation which defines the international public telecommunication numbering plan used in the PSTN and some other data networks. It also defines the format of telephone numbers. E.164 numbers can have a maximum of 15 digits and are usually written with a + prefix.

1.5 Abbreviations and Acronyms

This section contains the abbreviations and acronyms used within this document.

Acronym	Definition
AC	Alternating Current
ACK	Acknowledgement
ACL	Access Control List
APOP	Application Point of Presence
AR	Aggregation Router
CA	Call Agent
CALEA	Communications Assistance for Law Enforcement Act
CBONE	Comcast Backbone
CCC	Call Content Channel
CDC	Call Data Channel
CDR	Charging Data Record
CDV	Comcast Digital Voice
CLASS	Custom Local Area Signaling Services
CLI	Command Line Interface

CM	Communication Manager
CMS	Call Management Server
CMTS	Cable Modem Termination System
CODEC	Compression/Decompression
CRAN	Converged Regional Area Network
DC	Direct Current
DDDS	Dynamic Delegation Discovery System
DDOS	Distributed Denial of Service
DF	Delivery Function
DIFFSERV	Differentiated Services
DNS	Domain Name System
DOS	Denial of Service
DQOS	Dynamic Quality of Service
DSCP	Differentiated Services Code Point
TCS	TITAN Core Server
TES	TITAN Edge Server
E-SBC	Enterprise SBC
EMS	Element Management System
FQDN	Fully Qualified Domain Name
GUI	Graphical User Interface
HE	Head End
HFC	Hybrid Fiber Coax
HTTPS	Hyper Text Transfer Protocol Secure
IBONE	Internet Backbone
ICMP	Internet Control Message Protocol
IETF	Internet Engineering Task Force
IP	Internet Protocol (version 4)
IPv4	Internet Protocol version 4
Ipv6	Internet Protocol version 6
IP Agent	software application with telephony features for agents in a contact center
IXC	Inter-Exchange Carrier
JR	Jacobs Rimmel
MD5	Message Digest 5
MG	Media Gateway
MGC	Media Gateway Controller
MTA	Multimedia Terminal Adapter
NAPTR	Naming Authority Pointer
NCS	Network Call Signaling
NDC	National Data Center
NE	Network Element

NOC	Network Operations Center
NPA-NXX	Numbering Plan Area – Numeric Numbering Exchange
OAM&P	Operations, Administration, Maintenance, & Provisioning
One-X Agent	Desktop software application built specifically to meet the needs of contact center agents
OS	Operating System
OTN	Optical Terminal Node
PAID	Privacy Asserted Identification
POP	Point of Presence
PSTN	Public Switched Telephone Network
QoS	Quality of Service
RADIUS	Remote Authentication Dial In User
RCA	Root Cause Analysis
REGEXP	Regular Expression
RF	Radio Frequency
RFC	Request for Comments
RKS	Record Keeping Server
RTCP	Real-Time Control Protocol
RTP	Real-Time Protocol
RU	Rack Unit
SBC	Session Border Controller
SDP	Session Description Protocol
SFTP	Secure File Transfer Protocol
SIP	Session Initiation Protocol
SM	Session Manager
SNMP	Simple Network Management Protocol
SOAP	Simple Object Access Protocol
SRP	SIP Route Proxy
SRV	Service Record
SS7	System Signaling 7
SSH	Secure Shell
SYSLOG	System Logging
TCP	Transmission Control Protocol
TITAN	Transactional IP Telephony Addressing & Numbering
TLS	Transport Layer Security
TN	Telephone Number
TSI	Telecommunications Savings Initiative
UDP	User Datagram Protocol
URI	Uniform Resource Identifier
VoIP	Voice Over Internet Protocol
WSDL	Web Services
WSV	Whole Sale Voice
XML	Extensible Markup Language

2 Architecture

The CDV Toll Free On-Net has several projects within it. This “phase” will use the infrastructure that was put in place for the CDV Toll Free Calls On Net Phase 1, 2 and 3 call routing, as well as additional infrastructure required to make off-net connections to outsourcers.

2.1 Theory of Operation

This project is intended to provide an extension of Comcast’s internal PBX network to include outside parties (outsourcers). This could include, but not be limited to, configurations where the outsourcer “agents” will appear no differently than Comcast employees which are also configured as agents off the same PBX’s. As an option, Comcast may choose, at least initially, to utilize a trunk-side connection to facilitate connectivity between Comcast PBX’s and the outsourcer PBX’s.

2.2 High Level Requirements

All requirements are referenced in Section 3.

2.3 Functional Architecture

This section presents the functional architecture of the connectivity required to outsourcers.

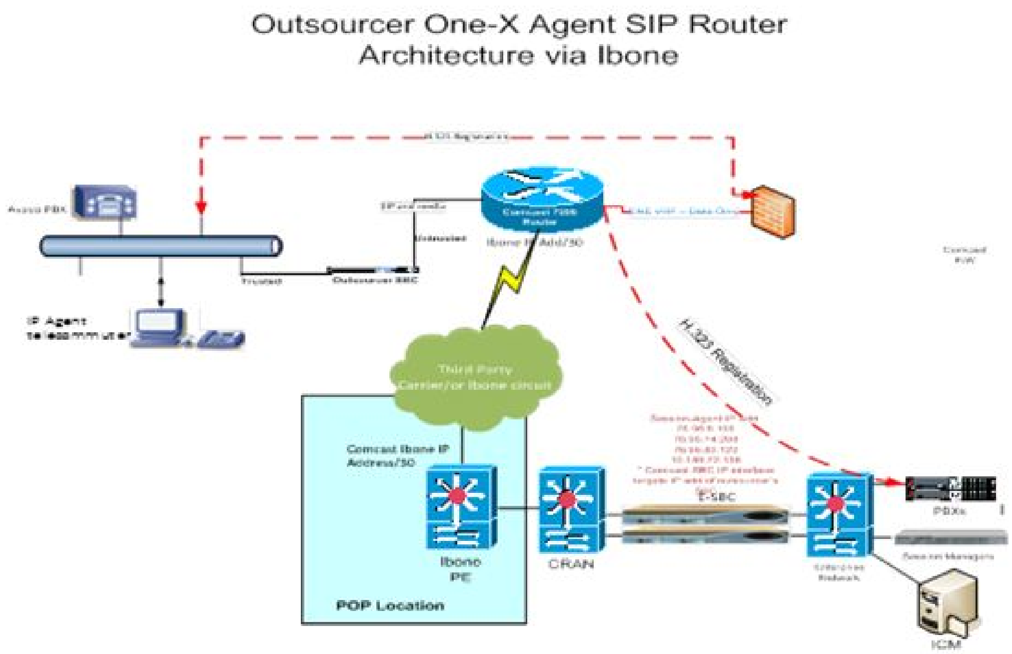

Figure 1 – Functional Architecture with Ibone Edge Circuit

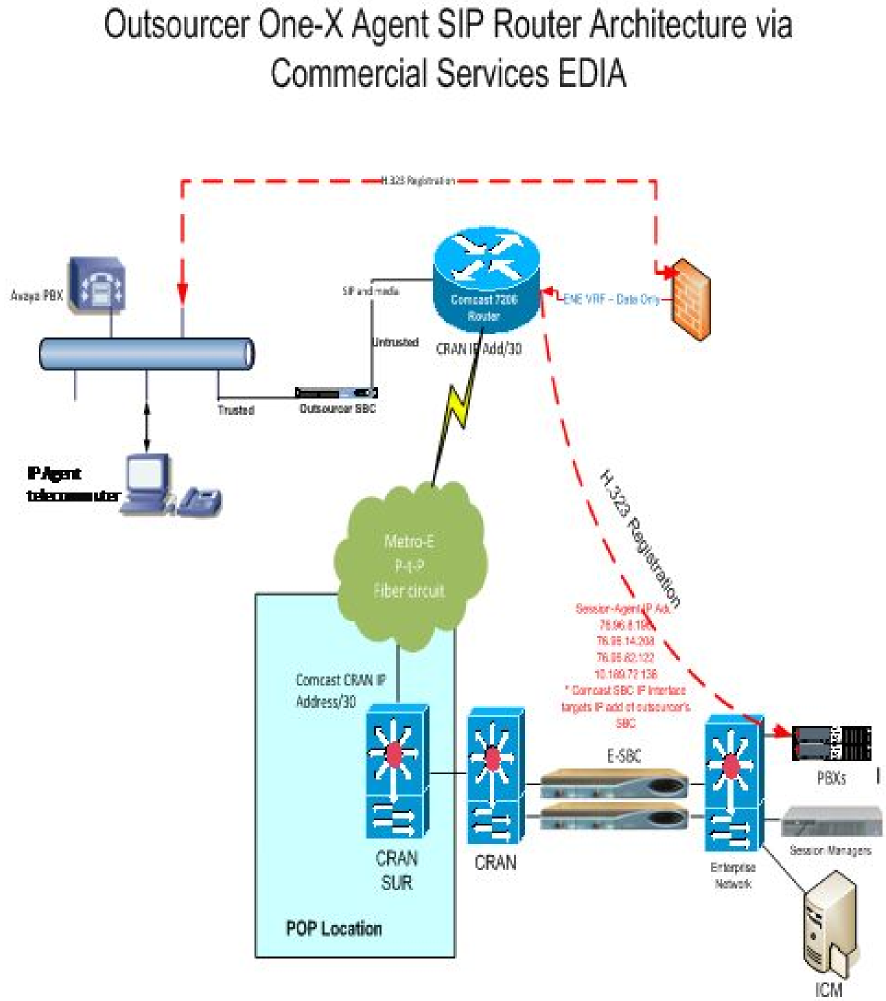

Figure 2 – Functional Architecture with Commercial Services EDIA Circuit

The SIP to outsourcer Architecture will include numerous components which will be used for redundancy/route-advance purposes to insure proper termination of the call.

- **E-SBC**- Enterprise Network Session Border Controller that provides the demarcation between the enterprise network and the service delivery network that services the SIP signaling and media between Comcast and the outsourcers. The E-SBC provides the SIP B2B policy based call routing to route calls received from Comcast CDV infrastructure and signals the national ICM via SIP to allow the ICM to perform pre-routing as well as from Comcast division PBX/Avaya Session Managers. In addition, the E-SBC will receive the label from ICM that determines where to route the call to (Division Session Manager or to an outsourcer)

- **Avaya Session Manager** – This device is signaled via SIP from the E-SBC to determine which PBX/CM to send the call.

- **Avaya Communication Manager** – One-X Agent registers via H.323 to the Avaya CM PBX then CM connects call to outsourcer One-X agent via SIP signaling to the telecommuter mode One-X Agent. When agent answers ring, media is established over the SIP infrastructure (SBCs). The PBX routes the call either to an outsourcer One-X Agent or Comcast Call Center agents.

- **Comcast co**-located router(s) installed at the outsourcer location – Provides the network connectivity from Comcast routed network to outsourcer Session Border Controller (SBC) to facilitate the SIP signaling and audio media to connect calls to the One-X Agent desktop/phone in addition to providing the routing for data traffic to the outsourcer that includes analytics and the path for One-X Agents to register back to the Comcast PBXs via H.323 signaling and keep-alives.

- **Comcast co**-located firewall(s) – Provides the security demarcation between Comcast sensitive data and the outsourcer network.

- **Avaya Call Management System (CMS)** - database, administration, and reporting application to helps Comcast and outsourcer vendors identify operational issues and take immediate action to solve them. Division and Call center managers can view data and receive customized threshold and exception alerts, all in real time. They can also view historical reports to help them analyze trends, establish performance benchmarks, and plan new marketing or customer-service campaigns.

- **E-Workforce Management** - Workforce Management provides forecasting and scheduling capabilities to contact centers. eWFM analyzes contact center agent performance as well as contact center performance trends. Automatically forecasts staffing requirements to meet call volumes and automating agent scheduling, Workforce Management ensures that businesses have the right workforce, with the right skills, to better serve customers.

- **Call Recording** - Provides the capability to record, store, and play back voice interactions. Synchronizes agent’s on-screen activity to the audio recording, and provides agent performance evaluation tools for a complete view of customer interactions and their quality.

- **One-X Agent** - Avaya one-X® Agent is a contact center agent desktop application that provides the outsourcer’s call center agent the IP telephony VoIP connections. Outsourcer One-X Agent registers back to the Comcast Avaya Communication Manager PBX in the telecommuter mode.

- **CVP (Cisco Voice Portal)** – A Web Server application which interprets messages from the Cisco ICM; also consists of a **Voice Browser** that processes PSTN and IP telephone calls, converts the voice signals into events for processing by an application server, and acts upon VXML commands received from an application Server software and generates VXML documents that it uses to communicate with the Voice Browser.

- **ICM (Intelligent Contact Management)** – Provides a virtualized contact center routing, reporting, and computer telephony integration across national and divisional customer care call routing platforms. The ICM will be signaled by the E-SBC via the Cube and CVP to provide pre-routing of every Customer Care toll free call using a translation route which defines a temporary DNIS number dedicated for the purpose of identifying the call. The ICM will respond with a 302 redirect and a label back to the E-SBC to alert the E-SBC where to route the call.

- **Dark Fiber** – When a Comcast Point-of-Presence is located within proximity of an outsourcer Point-of-Presence, Comcast will install fiber optic connectivity between the Comcast demarcation and the outsourcer demarcation directly and the fiber will be lit by each side's network router/switch.

- **Commercial Services EDIA Metro E** – Also known as Metro Ethernet – A specific set of standards designed to provide parity among carriers and service providers. Where Comcast has EDIA footprint, outsourcer should implement this service.

- **Ibone Network** – Comcast backbone network that peers with 3rd party carrier(s) to provide last mile p-t-p circuit to outsourcer location. Where Comcast does not have EDIA footprint, outsourcer should implement this service.

- **Point-to-Point** – A carrier circuit that terminates a Comcast Point-of-Presence location to an outsourcer connection

- **Carrier circuits** – Traditional or legacy means of connection when crossing between facilities through the "public domain."

2.3.1 Network Architecture

Other than the pre-route dip that is provided for in Phase II of CDV Toll Free On-Net, Outsourcer IP/One-Agent deployment via SIP is independent of the other phases, and completely transparent to other phases of the Telecom Savings Initiative. Currently, calls routed to outsourcers require pre-routing for national toll free number, and temporarily, local market calls require AVP/U-IVR treatment, therefore the calls destined for a particular outsourcer will be part of the label to instruct the E-SBC which outsourcer to send the call. The routing from the E-SBC either uses dark fiber transport from a selected Comcast Head-End location to the outsourcer point-of-presence within the same proximity, or will be routed to the outsourcer from a carrier partner's P-P service in locations utilizing a peering connection to a 3rd party carrier for those outsourcer locations Comcast Commercial Services does not have footprint.

Once the connectivity is in place, Outsourcer agents will be on par with Comcast agents and will be “seen” for their current state (available; unavailable; work; talk; etc.) as if they were on Comcast premises. This will provide Comcast with exactly the same statistical information for those agents as is had with Comcast agents.

National CDV Toll Free calls will be routed to the E-SBC from the CDV/IMS infrastructure and then will perform a pre-route “dip” to the Corporate ICM via the Cisco Voice Portal. When the Corporate ICM returns the label containing contact header information (DNIS) instructing the E-SBC to perform an ENUM query that returns a NAPTR instructing the E-SBC to route the call to either the appropriate Division Session Manager, then Division Communication Manager. If a call is routed to a Comcast call center agent that requires transferring the call to an outsourcer, the Comcast call center agent will perform a transfer that results and the Communication Manager will send transfer the call to an outsourcer One-X Agent registered to the Communication Manager.

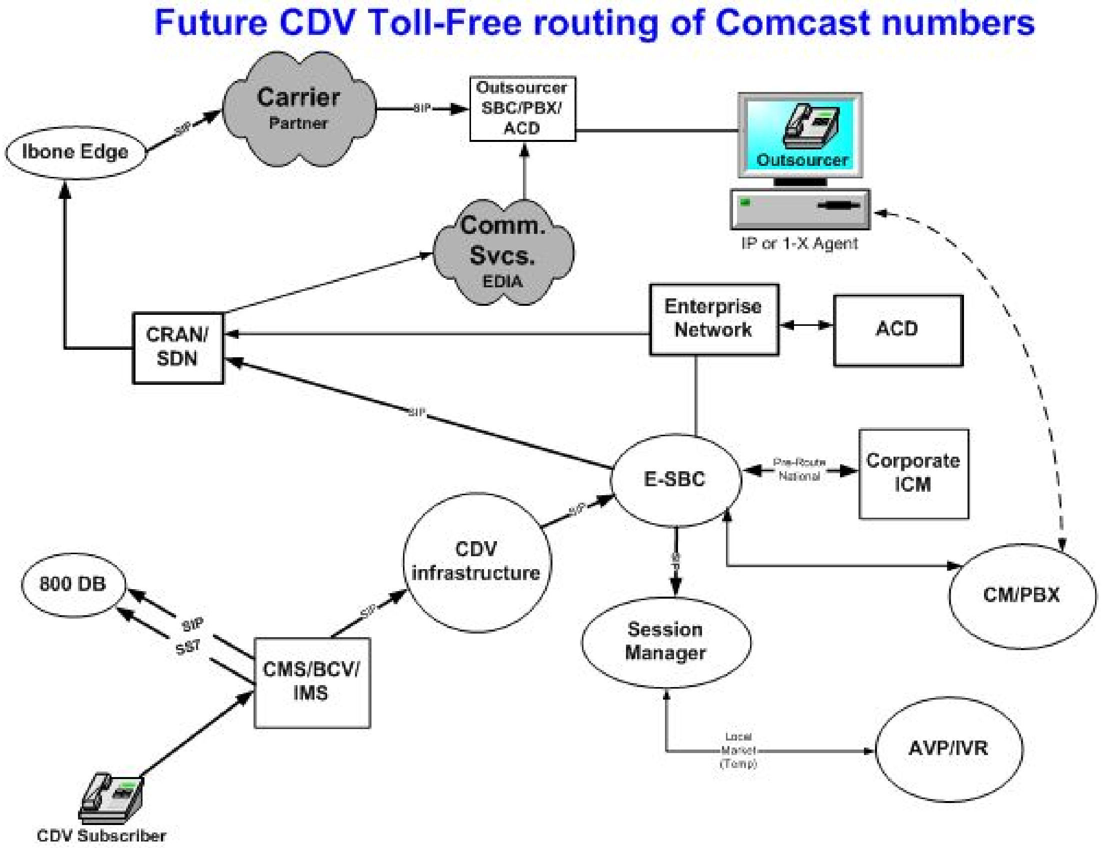

Figure 4 CDV Toll Free On-Net Phase III Architecture

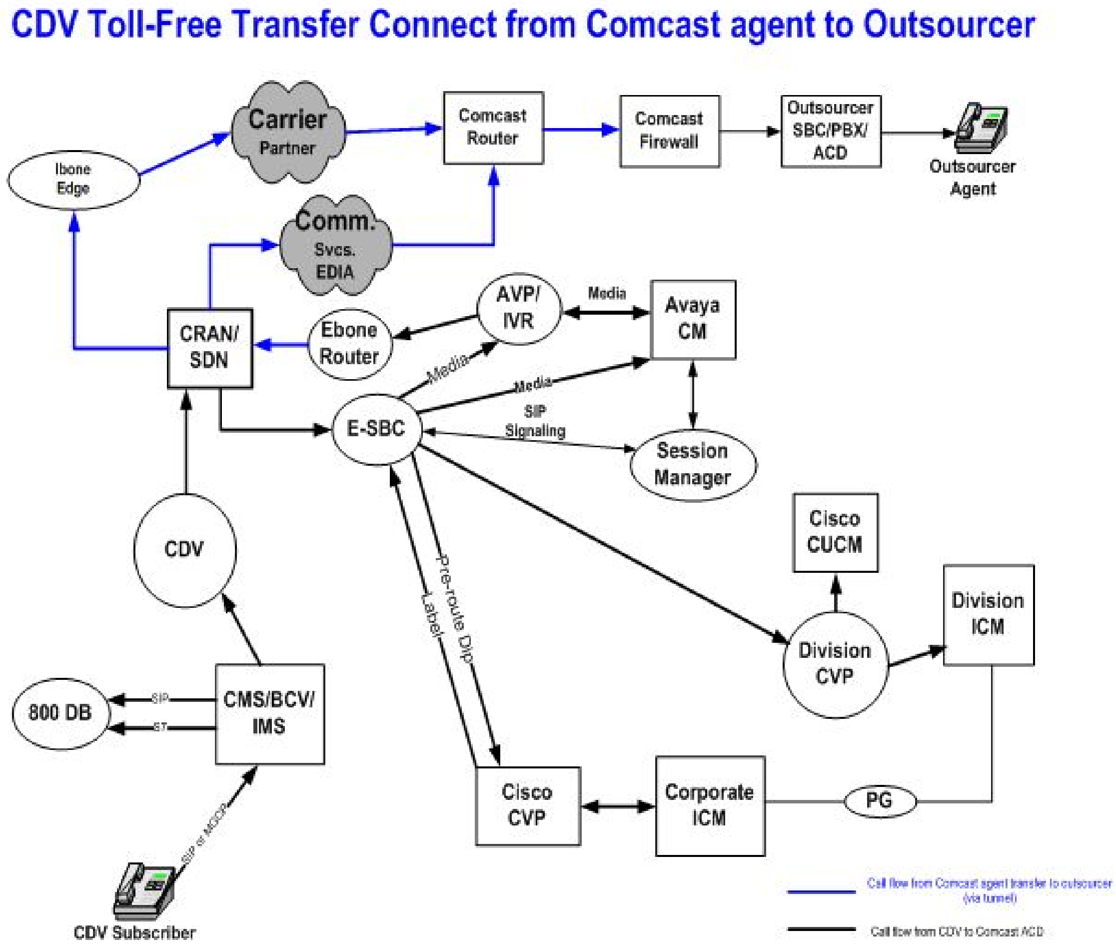

Figure 5 CDV Toll Free On-Net Phase III Call Flow Dark Fiber to Outsourcers

2.4 Interfaces & Protocols

This section presents the interfaces and protocols will be used to traverse the backbone.

Table 1 – CDV Toll-Free on net Protocols

Elements Interfaced	Interface Protocol	Notes
Interface between Enterprise and C/RAN networks	L2TPv3/MGRE Tunnels	22 peering sites around the country where traffic moves between Enterprise and C/RAN networks.
Interface between CDV and E-SBC	SIP	
IBone Edge to Outsourcer via Carrier partner transport	L2TPv3/MGRE Tunnels	Dedicated on-site Comcast Router and Firewall/Egress of tunnel
Commercial Services EDIA GigE service	L2TPv3/MGRE Tunnels	Dedicated on-site Comcast Router and Firewall/Egress of tunnel

3 Technical Requirements

This section summarizes the technical requirements for the Outsourcer connections.

3.1.1 Troubleshooting

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
TROUC-01	Real-time	The Outsourcers networks MUST support monitoring of real-time calling by site for selected Telephone Numbers.	An Ops Support Plan and SLA document will be provided in a separate document, prior to market launch
TROUC-02	Monitoring Tools	The Outsourcers networks MUST support monitoring of signaling flows via NgN or Empirix	
TROUC-03	QoS	The Outsourcers networks MUST support the monitoring of QoS for both SIP and RTP legs of a call.	TBD
TROUC-04	Traps	The Outsourcers networks MUST support traps for alarms of CDV network gear.	The SIP Ops team will receive traps for the E-SBCs and their respective router ports in addition to the CDV elements. This requirement has been covered under the Enterprise calling off net initiative.

3.2 Enterprise Network Requirements

3.2.1 Features and Functions

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
FFE-01	Dialed Digits	The Enterprise network MUST accept dialed digits from SIP invite ReqURI and To headers.	Dial Plan will be consistent with current digit handling (dnis, etc.)

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
FFE-02	CgPN	The Enterprise network MUST accept CgPN from the Outsourcers networks in either Diversion/FROM headers.	
FFE-03	DTMF	The Enterprise network MUST support DTMF – G711 in band. This is an a=PCMU/8000/1 parameter within SDP of SIP messaging.	Must support transcoding at the enterprise stage
FFE-04	Music, Recording, Announcements and Tones	The Enterprise network MUST pass music, recording, announcements and tones to Callers. Two-way audio is established upon Enterprise network sending 200OK towards Outsourcers networks.	
FFE-05	Hang up release	The Enterprise network SHOULD send SIP BYE message upon called party hanging up.	
FFE-06	Add/Remove Enterprise sites	The Enterprise network SHOULD support the ability to add and remove Enterprise sites.	
FFE-07	EBONE to CRAN	ENE/NETO peering input service policy will trust the CRAN standards of EF for bearer/rtp traffic and AF31 for the signaling traffic. EF is the enterprise standard for bearer traffic, and it will be the responsibility for Enterprise Network Engineering to provide high enough QoS priority through the proper packet markings and tunneling to maintain a high quality voice call.	

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
FFE-08	Access Lists	The Enterprise Network Router Configurations SHOULD include access list statements to filter or allow required voice traffic.	Already setup with Enterprise Calling off net initiative.
FFE-09	CgPN	The Enterprise Network MUST be able to route based on CgPN (diversion/from) in their SIP messaging to the CDV Network	

3.2.2 Routing

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
ROUTE-01	Geo-diverse Zone Routing	The Enterprise and outsourcer networks MUST support the ability to accept calls to each site to geo-diverse E-SBC's based upon zones. The network must provide redundancy for all outsourcer connections requiring each circuit to accommodate the full call volume to each outsourcer via the redundant route.	The Enterprise network must support the ability to route calls to geo-diverse E-SBC's based upon the geographic location of the Enterprise calling site and deliver to diverse outsourcer locations. For example, Enterprise sites in the Northeast will route to the Manassas E-SBC as 1st choice and the Woodstock or Chicago E-SBC as 2nd choice. The specific zones will be detailed in the DDD.
ROUTE-02	Route Advancing	The Enterprise and outsourcer networks MUST respond with SIP 503 when unable to terminate call.	
ROUTE-03	SIP Refer	The Enterprise and outsourcer networks MUST support SIP REFER.	

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
ROUTE-04	Transfer	The Enterprise network MUST support transfer such that it does not use traditional trunk-to-trunk transfer as the primary solution.	
ROUTE-05	ICM	The Enterprise network MUST provide connection to the ICM infrastructure and other call routing platforms.	Must support REFER and/or 302 REDIRECT Signaling
ROUTE-06	TOD, TOW	The Enterprise network MUST support business level access to control Time of day, and Time of week routing.	This is Route IT function resolved using ENUM and ICM preroute dip
ROUTE-07	Real-time	The Enterprise network MUST support business level access to control Real-time control of traffic by area code.	This is Route IT function resolved using ENUM and ICM preroute dip
ROUTE-08	Overflow	The Enterprise network MUST support business level access to control overflow.	This is Route IT function resolved using ENUM and ICM preroute dip
ROUTE-09	EDIA	1st choice for providing transport between Comcast Commercial Services aggregation location to outsourcer location	Ethernet fiber connection from SUR to outsourcer router within the Comcast footprint
ROUTE-10	Peering/Trunk to carrier partner(s)	2nd choice to provide transport between Comcast point-of-presence to outsourcer via IBone edge utilizing a common partner carrier (AT&T, BT or Level3)	Via tunnel from EBone to Outsourcer located FW
ROUTE-11	Enterprise/CRAN peer via EBone routers	Comcast will provide tunneling through the Comcast SDN (ingress) and provide prioritization for VoIP traffic bound for the Outsourcers	Comcast to use existing onsite routers and firewalls to provide the egress of tunnels at the Outsourcer locations.

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
ROUTE-12	IBONE edge routing/CRAN SUR EDIA edge routing to outsourcers	Comcast will provide at least 2 redundant SIP transports routing from E-SBCs to selected IBONE edge or CRAN SURs to transport calls to Comcast outsourcers.	Comcast to coordinate with outsourcers to provide diverse routing to route calls to outsourcer agents.
ROUTE-13	Support for VDI data traffic	If decided for future deployment, the Enterprise Network will provide routing and transport for division VDI traffic in parallel with VoIP traffic	Not applicable for this project

3.2.3 Reporting

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
REPE-01	MOU	The Enterprise and outsourcer networks MUST report the MOU for all calls sent to the Enterprise network.	TBD
REPE-02	Cost Analysis	The Enterprise network MUST support cost analysis reporting.	TBD
REPE-03	Capacity Planning	The Enterprise and Service Delivery networks SHOULD support call volume and interface utilization for tracking call activity and capacity planning.	Cariden modeling tool for Comcast SDN network
REPE-04	Call Reporting	The Enterprise network will enable Comcast and each outsourcer to collaborate call reporting and Work Flow Management (WFM)	TBD

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
REPE-05	Call Recording	The Comcast Enterprise network and outsourcer will support both Audio recording as well as Screen Recording - this allows Comcast to capture agent screen interactions as the call is being recorded, and save them into a single transaction that can be replayed in its entirety.	Type depending on outsourcer requirements and configuration
REPE-06	E-WFM	The Comcast Enterprise network and outsourcer will support work force management traffic that provides Comcast strategic workforce planning, workforce scheduling, quality and performance management, recording, surveying, coaching, eLearning and analytics.	

3.2.4 Deployment Requirements

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
CREQ-01a	Comcast Commercial Services Metro-E	Where Comcast Comm. Svcs. Has footprint available, call will route to CRAN SUR. Commercial Services provides /30 to Comcast owned co-located router for p-t-p circuit as well as provide routing (static or ebgp) to advertise outsourcer SBC session-agent IP subnet.	Commercial Services performs site survey and determines fiber optic connectivity requirements. Outsourcer provides access to facility and provides CC with required physical information

CREQ-01b	Comcast Ibone routing	Where no Comcast Comm. Svcs. Footprint available, call will route to Ibone edge POP Ibone team provides /30 to Comcast owned co-located router for p-t-p circuit as well as provide routing (static or ebgp) to advertise outsourcer SBC session-agent IP subnet. Comcast will coordinate between outsourcer and 3rd party carrier to location demarcation. Outsourcer will provide connection from that demarcation to Comcast co-lo router	Cross-connected to 3rd party carrier for last mile to outsourcer. May require LEC to terminate to outsourcer demarcation
CREQ-02	Comcast Enterprise Network co-located router installation	Enterprise Operations Engineering will stage and ship router(s) to outsourcer location. Comcast recommends outsourcer untrusted IP address be part of Comcast subnet. If outsourcer provided IP subnet, outsourcer provides routing to Comcast co-located router and coordinates SIP session-agent requirements with Comcast engineering.	Outsourcer will provide location contact, address, tel #, etc. Outsourcer will rack/stack/cable router to outsourcer SBC for SIP signaling and media and to Comcast co-located firewall for data and H.323 registration.
CREQ-03	Comcast Data Integrity/security	Comcast security team will support/stage/ship firewall to be installed at outsourcer location.	Outsourcer will provide location contact, address, tel #, etc. Outsourcer will rack/stack/cable firewall and provide physical connectivity to Comcast co-located router as illustrated by Comcast diagram.
CREQ-04	Comcast ORP/Operation Support	Comcast network/telecom/division support teams to provide ORP in coordination with outsourcer Operation Support team and if necessary, 3rd party carrier support/tech ops.	

OREQ-01	Outsourcer SBC	Outsourcer will provide a SBC to physically interface to the Comcast installed co-located router. Outsourcer will configure session-agents to peer with Comcast E-SBCs.	Comcast recommends providing the untrusted interface IP to route the session-agent. If outsourcer provides IP, outsourcer network needs to advertise and route to Comcast co-lo router
OREQ-02	Outsourcer VoIP network	Outsourcer will provide layer 1, 2 and 3 connectivity from outsourcer network to Comcast co-lo router to facilitate SIP signaling and audio/media to outsourcer SBC from designated router interface;	Coordinate with Comcast network engineering
OREQ-03	Outsourcer Data/H.323 network	Outsourcer will provide layer 1, 2 and 3 connectivity from outsourcer network to Comcast co-lo router to facilitate data and H.323 One-X Agent registration/keep-alives to outsourcer agent stations from designated router interface;	Coordinate with Comcast network engineering and division telecom
OREQ-04	One-X Agent	Outsourcer will install/facilitate agents' desktop/phone for registration to Comcast division CMs.	Coordinate with Comcast corporate and division telecom
OREQ-05	Outsourcer Operation Support	Outsourcer support teams to provide network and telecom support in coordination with Comcast Telecom Operation Support team and if necessary, 3rd party carrier support/tech ops.	Coordinate with Comcast network engineering and corporate telecom

3.25 Troubleshooting

Requirement Number	Requirement Title / Tag	Requirement Description	Explanatory Notes
TROUE-01	Real-time	The Enterprise network MUST support monitoring of real-time calling by site for selected Telephone Numbers.	An Ops Support Plan document will be provided in a separate document, prior to outsourcer launch
TROUE-02	Monitoring Tools	The Enterprise network MUST support monitoring of signaling flows	
TROUE-03	Traps	The Enterprise network MUST support traps for alarms of Enterprise network gear.	

3.3 Not Supported

- T38 Fax Transmission Standard
- Modem Pass-through

End of Exhibit C

OneComcast

The Best Customer Experience

One-X Agent Requirements

Document Issue Date: 1/8/13

CONFIDENTIALITY STATEMENT

Executive Summary

This document is intended to highlight the minimum requirements of what a 3rd Party requires to conduct business with Comcast. The 3rd Party provider is required to bring an enterprise-level network and telephony infrastructure to engage in business supporting Comcast.

Comcast will provide the phone switch, ACD routing, and the majority of tools for agents, supervisors / team leads, managers, resource teams and call quality resources.

High Level Voice & Data Requirements – 3rd Party

The 3rd Party will provide:

- Network transport: two (2) geographically diverse 1-gigabyte connections within the continental United States. The locations will be required to hand-off data / voice / SIP connectivity.

- An SBC/SIP enabled PBX including agent handset / trunk to concurrent agent ratio 2 to 1. *As an example, if there are 500 agents, there will be 1000 trunks.*

- Traditional desktop equipment to support Avaya One-X client specification and other applications as outlined herein.

- Adhere to Comcast QoS across all networks for voice

Comcast Requirements

Comcast will host:

- ACD routing functionality via One X Telecommuter

- Workforce Management

- Real-time Adherence

- Real-time Monitoring

- Call Recording

- VOC Survey

- IVR

- CTI

Comcast will provide:

- ECH data for historical reporting.

- Connectivity to 3rd Party DMARCS

- Process to request Group and Skilling Changes

Architecture Overview – 3rd Party via Telecommuter

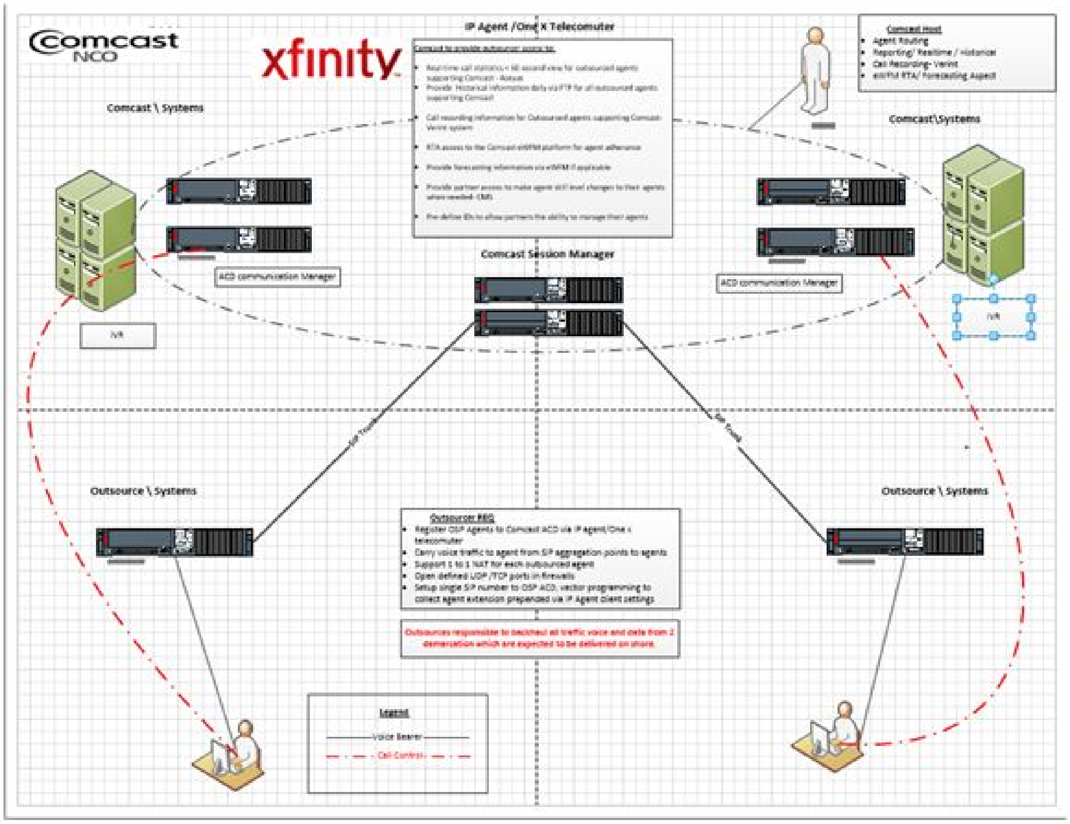

Figure 2 – 3rd Party via Telecommuter

Telecom Services Connectivity

- 3rd Party will work with Comcast to provide sufficient circuits, bandwidth, and connectivity as required to handle Comcast's traffic. 3rd Party will expected to carry all voice and data traffic from the agreed upon peering points to the physical location of the agents. Transcoding from g.711 or other will be the responsibility of the partner.

- 3rd Party must make every reasonable effort to provide the type and volume of connectivity desired by Comcast including but not limited to TDM and SIP connectivity. 3rd Party will expected to support 200% of their peak concurrent agents via SIP trunk and 100% of PSTN for backup failover routing

- This connectivity must be from the major carriers that Comcast uses to provide the advanced network features that help to support Comcast's customer's experience. These major carriers include but are not limited to carriers such as Comcast, ATT, Verizon, Sprint, and Level 3. In the event Comcast desires to change carriers then the parties will address such request in accordance with the Change Management process

- Services should be provided over robust, diversely routed facilities routed in order to insure maximum availability and resiliency. [Diversity requirements include sufficient separation of communication services to avoid an outage occurring simultaneously with both network service providers.

- Comcast has the option to have the telecom circuits/services terminating at 3rd Party's Locations and in such event the parties will handle such Comcast request in accordance with the Change Management process. Comcast will be billed for any costs associated with the telecom circuits/services terminating at 3rd Party's Locations.

- Comcast should have access to major call traffic statistics and CDR data for calls made or received in support of Comcast and its customers. 3rd Party shall work with Comcast to implement tools (if needed by Comcast) to support this requirement. 3rd Party partner will provide call details for traffic traversing their facilities upon request, data would include but is not limited to, duration of call, number of calls, ANI, DNIS and MOS statistics.

Reporting

Comcast will provide the following

Ø Real-Time Reporting – From Agent Groups up to Summary view – Aceyus

Ø Vendor Scorecard Creation – ECH Data to be published nightly for OSP consumption

Ø RGU – provided by national reporting team

Ø TSR Call Volume – provided by national reporting team

Ø Daily Call Volume – provided by national reporting team

Ø Line Adherence feeds – provided by national reporting team

Ø Queue-based Agent FCR - can be extracted from ECH data

Ø Financial Reporting – Invoicing provided through line adherence tool.

Comcast QoS Settings

AF31 for signaling

RTP Media AF46 or EF

From a hex standpoint, it's 0x68 for signaling and 0xb8 for media.

tos-settings		
	media type	message
	media-sub-type	
	tos-value	0x68
	media-attributes	
tos-settings		
	media type	audio
	media-sub-type	
	tos-value	0xb8
	media-attributes	

Tools/Connectivity

a. Comcast is responsible for delivering voice and data communication from Comcast systems to 3rd Party's desired termination point(s).

Comcast is responsible for all costs associated with providing 3rd Party the appropriate access to all Comcast Tools required for 3rd Party to provide the Services, including, but not limited to those noted below:

1. Comtrac
2. Casper
3. Grand Slam
4. Agent Dash Board
5. Offer Management Tool
6. Links to relevant reporting tools
7. Outage Board
8. Rate Guide
9. Pinnacle
10. OCR Tool
11. Third party quality assurance firm's reporting portal
12. TTS
13. Einstein
14. Cafe

End of Exhibit D

APPENDIX TO EXHIBITS C AND D

Notwithstanding anything to the contrary contained in Exhibits C and D or elsewhere, the following provisions shall be incorporated into such Exhibits and shall become a part thereof:

1. Vendor agents will use Avaya One-X Agent Softphones (not physical phones or routers) in Road Warrior configuration using the H323 protocol.

2. Comcast will provide One-X client licenses for Vendor.

3. Voice traffic will be routed to/from the Vendor agent computer through the Vendor VPN to Comcast's Avaya communication server over a Comcast-provided circuit. Vendor will not provide a PBX for voice traffic or PSTN for backup failover routing.

4. Vendor will adhere to Comcast QoS across its internal voice networks.

<u>**EXHIBIT E**</u>

CPNI Compliance
(Subcontractors)

Companies that provide voice services are required to certify to the FCC that they comply with the Customer Proprietary Network Information (CPNI) regulations. CPNI rules limit the circumstances under which voice service providers can sell additional services to customers and prohibit disclosure of CPNI to unauthorized third parties, so you may only discuss details of customer's voice service account with the customer or someone designated by the customer. Since you may have access to CPNI, you are required to complete training. This requirement may be fulfilled when you familiarize yourself with this memo and sign below.

CPNI Rules

CPNI is information regarding an individual customer's voice service, such as how many voice lines a customer has, how the service is arranged or provisioned, and information about to whom, where, how long and how often calls are made to or by a customer. Billing information and most information about a customer's voice service is also CPNI. The customer's name, address and phone number are not CPNI. All traditional telephone, as well as, interconnected VOIP service providers are required by the FCC to keep CPNI secure from unauthorized users. Individuals must not discuss or disclose any customer's CPNI with any third party without the authorization of the customer.

Doing so may be a breach of your agreement with ______________________________,
[Insert your Company Name]
and may otherwise result in work no longer being assigned to you or your company. Also, it could expose the voice provider to extremely high fines.

If you mistakenly use CPNI information when speaking with or about a voice provider's customer, or if you become aware of non-approved use of CPNI, immediately report it to management of ____________________________.
[Insert your Company Name]

I acknowledge that I have read and understand this document.

____
Print Name

____
Signature Date

CPNI Compliance
(Contractor Employee)

Companies that provide voice services are required to certify to the FCC that they comply with the Customer Proprietary Network Information (CPNI) regulations. CPNI rules limit the circumstances under which voice service providers can sell additional services to customers and prohibit disclosure of CPNI to unauthorized third parties, so you may only discuss details of customer's voice service account with the customer or someone designated by the customer. Since you may have access to CPNI, you are required to complete training. This requirement may be fulfilled when you familiarize yourself with this memo and sign below.

CPNI Rules

CPNI is information regarding an individual customer's voice service, such as how many voice lines a customer has, how the service is arranged or provisioned, and information about to whom, where, how long and how often calls are made to or by a customer. Billing information and most information about a customer's voice service is also CPNI. The customer's name, address and phone number are not CPNI. All traditional telephone, as well as, interconnected VOIP service providers are required by the FCC to keep CPNI secure from unauthorized users. Individuals must not discuss or disclose any customer's CPNI with any third party without the authorization of the customer.

Doing so may result in disciplinary action up to and including termination of employment and could expose the voice provider to extremely high fines.

If you mistakenly use CPNI information when speaking with or about a voice provider's customer, or if you become aware of non-approved use of CPNI, immediately report it to management of _______________________________.
[Insert Contractor Company Name]

I acknowledge that I have read and understand this document.

____
Print Name

____
Signature Date

EXHIBIT F

Contractor
CPNI CERTIFICATION

This certification is being submitted to:

Comcast Cable Communications Management, LLC

I ____________________ of ____
[INSERT CONTRACTING COMPANY NAME]
hereby certify that all individuals employed by or working on behalf of
____________________________, having access to Customer Proprietary Network
[INSERT CONTRACTING COMPANY NAME]

Information (CPNI), have been trained in the appropriate treatment and protection of CPNI. This training has been administered and completed in compliance with 47 U.S.C. Section 222 and all applicable Federal Communications Commission rules, regulations and orders, including but not limited to Subpart U of Part 64, of Title 47 of the Code of Federal Regulations.

It is further certified that all of the information stated above is accurate and truthful. It is understood that the presentation of false information may result in a breach of the agreement that the Contractor has with Comcast.

{Company Seal}

______________________	______________________
Name	Title
______________________	______________________
Signature	Date

CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[***]."

Statement of Work #1
Effective as of October 1, 2013 ("SOW Effective Date")

This Statement of Work #1 ("**SOW**") dated October 1, 2013 (the "SOW Effective Date") between Support.com, Inc. ("**Vendor**") and Comcast Cable Communications Management, LLC and any of its operating subsidiaries and affiliates which receive services from Vendor ("**Comcast**") incorporates and is governed by the terms and conditions contained in the Master Services Agreement Call Handling Services effective as of October 1, 2013 (the "**Agreement**"), by and between Comcast and Vendor. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern. Any capitalized term used herein but not defined shall be as defined in the Agreement.

1.0 SERVICES

1.1 Scope of Services. Vendor shall provide inbound customer service support in English and Spanish (Bilingual) as set forth below to Comcast's prospective and actual customers **(**the **"Services")** utilizing Vendor's customer service representatives ("**CSRs**", each a "**CSR**")**,** including**:**

a. Support. Basic troubleshooting and resolution of service related problems for Comcast residential customers for high speed Internet repair ("**HSI Repair**") and Wireless Gateway technical support ("**Wireless Gateway Support**"), each as outlined in Exhibit C. Vendor shall use Vendor's own proprietary tools and any proprietary tools provided by Comcast for troubleshooting and issue resolution.

b. Upsell. Selling, to the extent commercially reasonable, additional Comcast products and services ("**Upsell**") to Comcast residential customers as part of Vendor interaction with customers during all calls. Vendor will Upsell only those products Comcast instructs Vendor in writing to Upsell.

c. Language Support. Vendor will provide the Services in English and shall maintain the capacity to provide Services to at least [***] of all calls in Spanish.

1.2 Support Personnel. Vendor shall provide all customer service support personnel necessary to perform the Services required by this SOW in accordance with call volume forecasts provided by Comcast as described in Section 6 of this SOW (the "**Forecasts**").

1.3. Escalations. Vendor, when providing the Services, shall use the escalation procedures provided as part of on-line job aides or other documentation approved by Comcast in writing. Upon written notice from Comcast, Vendor shall promptly update on-line job aides or other documentation provided to Vendor's CSRs with any modifications to the escalation procedures. Vendor shall ensure that its CSRs are informed of such modifications and receive training on the modifications, if necessary.

2.0 DESIGNATED FACILITIES

2.1. Locations.

Work from Home Agents:
The parties agree that Vendors CSRs shall be home-based employees. Vendor shall ensure that it and its personnel perform the Services and other work for Comcast exclusively in the United States and/or Canada, unless otherwise stated in an amendment to this SOW, specific to each applicable non-US location. Notwithstanding the foregoing, Vendor may provide development related work on Vendor's platform, Vendor's software, back-office related work and Vendor's Network Operations Centre (but not other Services or work paid for by Comcast) performed by employees and subcontractors in India.

3.0 TERM AND TERMINATION

3.1 Term. This SOW shall commence on the SOW Effective Date and shall continue until December 31, 2014 ("Initial Term"). This SOW shall automatically renew for additional one (1) year periods starting at the end of the then-current term, unless written notification of cancellation is provided by either party to the other party no less than sixty (60) days prior to the termination of the then current term (each a "Renewal Term;" collectively with the Initial Term, the "Term").

3.2 Termination for Convenience. Notwithstanding anything in the Agreement to the contrary, Comcast shall have the right to terminate this SOW at any time and for any reason, effective upon ninety (90) days prior written notice to Vendor.

4.0 TRANSITION RESOURCES

Vendor shall provide the following resources to Comcast to support the launch of the Services or the launch of a modification to the Services.

Phase 1 (Pre-Production)

- Provide one experienced CSR recruiting resource for at least two weeks to support recruiting efforts by Vendor.
- Provide one experienced trainer to help certify the trainer(s) for the Comcast Services.
- Provide two (2) subject matter experts, on a supervisory level to support the first two weeks of nesting of new CSRs.

Phase 2 (1st two weeks of production)

- Provide two (2) subject matter experts on a supervisory level to support the first two (2) weeks of Services in production mode.
- Ensure that a manager is available prior to the end of the second week of production to evaluate the Services and make adjustments as agreed to between Comcast and Vendor.

5.0 TRAINING

5.1 Overview.

Vendor shall ensure that each person performing the Services has the necessary training to successfully perform their role in either **HSI Repair Services** or **Wireless Gateway Support Services**. Because of the inherent differences between the two Services programs, training is specific to each Service offering. Comcast shall have the option to attend and monitor any Vendor training sessions. Regardless of Program, all agents will be required to meet or exceed [***] on the Training certification test(s) administered by Vendor's training department. Ongoing training includes a variety of refresher sessions as directed by Comcast. Refresher session(s) will be determined based on the business needs of Comcast and from feedback received from Vendor's Operations, Quality and Training teams.

a. HSI Repair Services.

1. Initial New Hire Training. Vendor will provide training using Comcast approved curriculum to every CSR, as well as any other personnel assigned to provide the Services (the "**Training Program**") in a virtual or classroom (as applicable) environment. In all aspects of training, Vendor shall conform its Training Program to the curriculum and content as set forth in **Comcast's Cable Country Curriculum** which will be provided to Vendor. Comcast will provide the training documentation that covers all aspects relating to the "call types" for which Vendor will be taking calls. Vendor shall incorporate modifications to the Training Program as required by Comcast and as otherwise agreed upon by the parties via the **Change Management** process as described in Section 15 of this SOW. Vendor may incorporate its proprietary internal learning tools and methods as approved by Comcast including learning simulations and automation technology. Vendor shall utilize Comcast assessment methods and tools and will provide documentation confirming that each person providing the Services has successfully completed the Training Program according to the criteria provided by Comcast. Vendor is expected to maintain pass/fail reporting for each person including action plans for remedial training for those who did not successfully complete the Training Program. For purposes of clarity, a score below [***]. These action plans will be made available to Comcast upon written request. Comcast will pay the Training Rate (set forth in Section 8.0) for all initial hires and any additional hires necessitated by Comcast requested ramp or increase to the Forecast. Comcast will not pay the Training Rate for any new hires due to attrition. Comcast will not be responsible for the initial Training Program costs of those who are unable to successfully pass the Training Program after remedial training.

2. Train the Trainer Training. Comcast shall provide Comcast-specific job training session ("**Train the Trainer**") for Vendor's training personnel and leadership team. Vendor's leadership team shall include: Operations Manager, Quality Analyst, and Development Lead(s) or their equivalents. Such training sessions will be held at a location determined by the Comcast in its sole discretion. Vendor shall provide subsequent training to its training personnel at Vendor's sole expense. Each party shall be responsible for its own travel costs and expenses related to visits to the other party's sites for training purposes, provided; however, Vendor will only be responsible for the costs and expenses for [***] trips per year to Comcast designated sites related to Train the Trainer, certification of trainers, or training manager meetings. Costs and expenses for any additional trips required by Comcast will be borne by Comcast. Comcast is not responsible to pay the Training Rate for Train the Trainer sessions.

3. Certification of Trainers. Comcast reserves the right to create a certification program for personnel assigned as trainers for Comcast's account which Vendor shall implement. Once implemented, any trainer not certified as set forth in the certification program must be removed from any activities related to the Training Program until such time that they are certified. A trainer must meet the following minimum Comcast standards to conduct the Training Program: (i) attend a complete New Hire Training class and participate as a student; (ii) complete Train the Trainer; and (iii) co-facilitate a New Hire Training class for Vendor with an experienced trainer. Comcast may, in its sole discretion, waive some or all of the requirements noted above.

b. Wireless Gateway Support Services.

1. Initial New Hire Training. Vendor will provide training to every CSR as well as any other personnel assigned to provide the Services (the "**Training Program**") in a virtual or classroom (as applicable) environment. Vendor will, at its' own cost and expense create, certify and maintain the training material specifically for Wireless Gateway networking support and will provide such training material to Comcast for approval (including any modifications thereto) prior to actual use in the Training Program. Vendor shall incorporate modifications to the Training Program as required by Comcast and as otherwise agreed upon by the parties via the Change Management process as described in Section 15 of this SOW. Vendor may incorporate its proprietary internal learning tools and methods as approved by Comcast including learning simulations and automation technology. Vendor shall utilize Comcast assessment methods and tools and will provide documentation confirming that each person providing the Services has successfully completed the Training Program according to the criteria provided by Comcast. Vendor is expected to maintain pass/fail reporting for each person including action plans for remedial training for those who did not successfully complete the Training Program. For purposes of clarity, a score below [***]. These action plans will be made available to Comcast upon written request. Comcast will pay the Training Rate (set forth in Section 8.0) for all initial hires and any additional hires necessitated by Comcast requested ramp or increase to the Forecast. Comcast will not pay the Training Rate for any new hires due to attrition. Comcast will not be responsible for the initial Training Program costs of those who are unable to successfully pass the Training Program after remedial training. Costs and expenses for any additional trips required by Comcast will be borne by Comcast. Comcast is not responsible to pay the Training Rate for Train the Trainer sessions.

c. Length. The length of the initial Training Programs as set forth below will be determined by the type of Services. The Training Program (including duration) may be modified by Comcast with at least thirty (30) days in advance notice to Vendor. Vendor shall have the option of adjusting Training Program Hours [***] without notice to Comcast. Training Program Hours will be deemed to be as set forth in the chart below provided the deviation remains no greater than [***] Should Vendor require an increase or decrease greater than [***] the Training Program Hours set forth below, Vendor shall notify Comcast in writing and request approval of such modification prior to implementing any such change in the training hours. The Training Program Hours will be adjusted accordingly.

Program	**Training Program Hours**
Wireless Networking	[***]

d. Vendor Onboarding Training. It is Vendor's responsibility to train CSRs on Vendor's processes and procedures prior to beginning the Training Program ("**Onboarding**"). Time spent in Onboarding shall not be billed to Comcast.

5.2. Intentionally Omitted.

5.3. Continuing Education.

Comcast agrees to pay for all preapproved reasonable costs for on-going training and training development for Vendor's CSRs due to changes to Comcast's Products or product offerings, policies and procedures (collectively "**Continuing Education Training**"). Vendor shall provide Comcast an estimate for Continuing Education Training at least thirty (30) days prior to the date Vendor desires to commence such training and receive written approval prior to proceeding with such training. Comcast shall not be liable for any costs unless Vendor has received such approval.

5.4. Remedial Training.

Vendor shall be responsible for costs associated with all remedial training directed toward a specific person(s) to reinforce the Training Program ("**Remedial Training**"). Vendor is responsible for identifying additional educational needs to support the Services and developing a monthly training plan to address such educational needs for such persons.

5.5 Attrition Training.

Vendor shall be responsible for all costs associated with providing the Training Program to new CSRs or other personnel filling positions due to the reduction or decrease in the total percentage of CSR's or other personnel providing the Services not due to internal transfers or promotions **("Attrition Training"**).

5.6 Training to Floor Transition Process.

If applicable, Vendor will develop and present a documented training to floor transition process for Comcast review and approval prior to the first New Hire Training. The process will document the length of transition and the number of teaching assistants supporting the trainer during transition. This process should be shared with Comcast at least fourteen (14) days prior to the New Hire Training class start date.

5.7 Up-Training.

Up-Training means the training of CSR(s) on additional services or Upsell opportunities not then being provided by Vendor or in cases where training needs to occur given new regional specific policies or procedures or billers. Vendor may provide Up-Training as requested by Comcast. In such cases, Comcast will pay for such Up-Trainingas set for in Section 8 below. For any request for Vendor to perform Up-Training, Comcast will make such request, including the training requirements, the required duration of such additional training for each affected CSR, the agenda and the expected date of completion of the Up-Training, to Vendor in writing in the 45 Day Forecast (as defined below). Any other Up-Training in excess of the forecasted training will be handled through the Change Management process set forth in Section 15 of this SOW.

6.0 HOURS AND STAFFING

6.1 Forecasts. Comcast will prepare forecasts as set forth below. Productive Hours shall mean the total number of hours spent by Vendor's personnel assigned to provide the Services in talk time, hold time, available time, and wrap up time. Unless otherwise agreed to by the parties, each forecast will include the Productive Hours Vendor will be required to deliver, using the historical average handle time ("**AHT**") forecast provided by Vendor to Comcast and number of full time equivalent personnel ("**FTE**") to fulfill the Productive Hours (the "**Forecast**"). The parties shall work together to develop a planning model for staffing FTE inclusive of new hire plans, shrinkage, AHT and other assumptions that support the delivery of Productive Hours (the "Staffing Planner") within [***] days of the SOW Effective Date. Comcast and Vendor will mutually agree upon and participate in the preparation of other workload volume forecasts, as reasonably required for the successful performance of the Services. All final locked forecasts must be stored in the reporting portal as designated by Comcast. As part of Services, Vendor will provide an analyst dedicated to Comcast's account to ensure the timely development of workload volume forecasts within [***] days of the SOW Effective Date.

a. [***] **Outlook.** Comcast will provide a [***] Forecast on a monthly basis which includes any other information which would be relevant for the Vendor to provide the Services, such as Comcast product changes or recurrent training requirements (the "[***] **Outlook**"). Vendor will use the [***] Outlook to plan recruitment, selection and training of Vendor CSR(s).

b. [***] **Forecast.** Comcast will provide Vendor with a Forecast no less than [***] days in advance of the first day of the fiscal month to which the Forecast applies ("[***] **Forecast**"), (e.g., for the month of March, the forecast is due [***]) for planning purposes. If the [***] Forecast reflects an increase or decrease in Productive Hours by [***] or less from the prior [***] Forecast, the [***] Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing. If the [***] Forecast reflects an increase or decrease in Productive Hours by more than [***] as compared to the prior [***] Forecast, the Vendor may: (i) accept the revised FTEs as stated in the [***] Forecast at which time the [***] Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing; or (ii) notify Comcast within [***] days of receipt of the [***] Forecast that it does not accept the revised FTEs and the parties shall mutually agree in writing on the revised number of FTEs required for Productive Hours after which the [***] Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing.

c. [***] **Interval Forecast**. Each Friday, Comcast will provide a [***] day Forecast to Vendor with the half-hour intervals for the week (Sunday through Saturday) beginning on the third Sunday after the Forecast is submitted (the "[***] **Interval Forecast**"). If the [***] Interval Forecast reflects an increase or decrease the Productive Hours in any day by [***] as stated in the locked [***] Forecast for the same date, the [***] Interval Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing. If the [***] Interval Forecast reflects an increase or decrease in the Productive Hours in any day by more than [***] as stated in the locked [***] Forecast for the same date, the Vendor may: (i) accept the revised FTEs as stated in the [***] Interval Forecast at which time the [***] Interval Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing; or (ii) notify Comcast within [***] days of receipt of the [***] Interval Forecast that it does not accept the revised FTEs and the parties shall mutually agree in writing on the revised number of FTEs required for Productive Hours after which the [***] Interval Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing.

d. [***] **Interval Forecast.** Each Friday, Comcast may provide a rolling [***] day Forecast to Vendor with the [***] intervals for the week (Sunday through Saturday) beginning on the Sunday following the Friday the Forecast is submitted (the [***] **Interval Forecast**"). If the [***] Interval Forecast reflects an increase or decrease [***] interval Forecast by [***], and an increase or decrease the Productive Hours in any day by [***] the [***] Interval Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing. If the [***] Interval Forecast reflects an increase or decrease of any half hour interval Forecast by more than [***], and an increase or decrease the Productive Hours in any day by more than [***], the Vendor may: (i) accept the revised FTEs as stated in the [***] Forecast at which time the [***] Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing; or (ii) notify Comcast within one (1) day of receipt of the [***] Forecast that it does not accept the revised FTEs and the parties shall mutually agree in writing on the revised number of FTEs required for Productive Hours after which the [***] Forecast shall be deemed locked and cannot be further revised unless mutually agreed to by the parties in writing.

6.2 Adjustments

a. [***] **Adjustments**. In any week where performance of the Productive Hours has commenced, Comcast may request Vendor with [***] prior written notice to increase or decrease Productive Hours for any half hour by[***]. Upon receipt of such request, Vendor shall adjust the Productive Hours and FTEs accordingly. If Comcast requests Vendor to increase or decrease Productive Hours for any half hour by more than [***], Vendor shall adjust the Productive Hours and FTEs by [***] and will use commercially reasonable efforts to conform to the requested adjustments that are in excess of [***].

b. AHT Adjustments. Vendor may adjust the AHT information provided to Comcast upon a Forecast becoming locked; provided however, notwithstanding anything in this SOW to the contrary, if Vendor adjusts AHT by more [***] from the AHT used in that locked Forecast, Comcast may adjust other Forecasts dependant on that AHT by the amount necessary to accommodate such AHT adjustment t in addition to any allowed adjustment in such Forecast.

c. Staffing Adjustments.

i. If Comcast requests an increase in Productive Hours by[***] intervals which are in excess of the amount Comcast is permitted to request or are otherwise not mutually agreed to by the parties as set forth herein, Vendor shall use its commercially reasonable efforts to provide the requested Productive Hours (the "**Best Efforts Hours**"). In such cases, Vendor may invoice, and Comcast shall pay for, the Best Effort Hours delivered; provided however, the Best Effort Hours shall not exceed the increased Productive Hours requested by interval.

ii. If actual Productive Hours for an interval exceeds the locked Productive Hours forecasted for that interval by [***], Vendor may bill for the actual Productive Hours for that interval up to a maximum of[***] over the locked Productive Hours forecasted for that interval; provided, however the total Productive Hours billed for that [***] shall not exceed the total locked Productive Hours across all [***] intervals forecasted for that [***].

d. Comcast Requested Overtime. Comcast may request Vendor to provide staffing for overtime Productive Hours which are additional to and not part of Best Efforts Hours ("**Overtime**"). All Overtime requests must be made in writing (including email) to Vendor by Comcast's workforce management team or other designated representative. Vendor shall accept or decline the Overtime request [***] of receipt by Vendor. All Overtime worked by Vendor shall be logged within the approved Comcast work force management system to ensure all Overtime is accurately tracked. Approved Overtime will be paid to Vendor in accordance with the rate set forth in this SOW. Comcast shall only be responsible to pay Overtime if the Overtime is within the time/day requested by Comcast for the Productive Hours requested. Vendor shall include a copy of the Overtime preapproval with the supplemental information submitted with Vendor's monthly invoice.

6.3 Other Forecasts.

Comcast and Vendor may mutually agree upon and participate in the preparation of other workload volume Forecasts as reasonably required for the successful performance of the Services. These Forecasts may include, without limitation, yearly, quarterly, monthly, weekly, daily and interval Forecasts. All final locked Forecast(s) must be stored in the reporting portal as designated by Comcast. As part of the support structure, Vendor will provide an analyst dedicated to Comcast's account to ensure the timely development of workload volume Forecasts within [***] days of the SOW Effective Date.

6.4 Hours of Operation and Personnel

a. Full Time Managers. To reduce Attrition and to ensure compliance with the Service Level Targets set forth in Exhibit A, all managers assigned for the performance of the Services shall be full-time Vendor employees.

b. Analyst. Vendor shall at all times maintain a dedicated analyst to ensure timely development of workload volume Forecasts.

c. Hours of Operations. Services will be provided to Comcast 24 X 7 Sunday through Saturday) (the "**Operations Hours**") as forecasted. Notwithstanding the foregoing, Comcast may revise the hours of operation by providing Vendor with fifteen (15) days prior written notice. Comcast may revise the foregoing hours of operations to required staffing needs during the ramp--up period.

d. Key Vendor Personnel. Key Vendor Personnel means Vendor's employees in key positions that are deemed by Comcast to be critical to the success of the Services including: [***]. Key Vendor Personnel shall each be assigned to provide the Services during the term of this SOW. Vendor may replace Key Vendor Personnel without providing Comcast with prior notice provided that the replacement has the same skill sets in all material respects as the Key Vendor Personnel being replaced. Comcast shall have the right to review the resume of such new Key Vendor Personnel. Comcast will not be charged for any time necessary to train replacement Key Vendor Personnel.

e. Staffing and Support Ratios.

Vendor shall maintain the following staffing and support levels during the Term of this SOW unless otherwise notified by Comcast via the Change Management process as defined in Section 15 of this SOW:

- Vendor ratios for [***] will be maintained [***].
- Vendor ratios for [***] will be maintained [***]
- Vendor ratios for [***] personnel shall be maintained [***].

7.0 MEETINGS AND IMPROVEMENTS

7.1 Meetings. Vendor agrees to participate in daily, weekly and monthly status meetings to review performance metrics, goals, quality, and recommendations to improve business performance.

7.2 Improvements. To the extent applicable, Vendor shall provide recommended improvements to current business processes and provide documented plans to address these improvements to Comcast.

7.3 Quarterly Business Reviews. Vendor shall attend Quarterly Business Reviews ("**QBR**") at the designated Comcast location or Vendor's office. Each party is responsible for its own expenses incurred while traveling to and attending the QBRs.

8.0 BASE FEES AND PAYMENT

8.1 Productive Hour Rate. Comcast shall pay Vendor in arrears each fiscal calendar month (i.e. Oct 22- Nov 21) based on the number of Productive Hours at the rate set forth below per Productive Hour. As used herein, "Productive Hour(s)" means the total number of hours spent in talk time plus hold time plus available time plus wrap up time, onchat time and outbound time. Notwithstanding anything to the contrary, wrap up time includes all time when the CSR is working on a customer issue.

8.2 Training Rate. Comcast shall pay Vendor in arrears each fiscal calendar month the CSR Training Rate as set forth below for CSRs engaged in initial New Hire Training.

8.3 Overtime Rate. Comcast shall pay Vendor in arrears each fiscal calendar month the CSR Overtime Rate of as set forth below per Productive Hour worked per CSR that meets the criteria set forth in Section 6.2 (d).

Designated Facility	Productive Hourly Rate	Overtime Rate	Training Rate
[***]	[***]	[***]	[***]

Spanish speaking agents will be paid at a Productive Hourly Rate of[***], an Overtime Rate of[***], and a Training Rate of[***]. Comcast will pay only for Spanish speaking agents in accordance with its Forecast, subject to Section 1.1(c) above.

8.4 Up-Training / Continuing Education. Comcast will pay Vendor for Up-Training / Continuing Education at the Productive Hourly Rate.

8.5 Outages. Comcast will pay Vendor at the Productive Hour Rate for any lost Productive Hours as a result of any downtime caused by a Comcast network outage that renders Vendor unable to provide the Services, provided that such lost Productive Hours when combined with the Productive Hours in which the Services were performed shall not exceed the total Production Hours set forth in the applicable forecast, as adjusted pursuant to Section 6. Comcast will not pay for any lost Productive Hours as a result of Vendor network, facility or telecommunications outage/downtime.

9.0 SERVICE LEVELS

Comcast will pay Vendor the hourly Productive Hour Rate as set forth above plus pay a pay for performance component ("**Bonus Rate**") which will be added to the Productive Hourly Rate upon Vendor's meeting or exceeding the Service Level Targets as more fully described herein in Exhibit A. The metrics set forth herein will be used by Comcast to measure Vendor's performance related to the Service Level Targets for each fiscal calendar month. Comcast will provide Vendor with quarterly targets. Comcast may adjust Service Level Targets other than Line Adherence by providing Vendor with sixty (60) days advance written notice of such modification to the Service Level Targets.

10.0 OPERATIONAL INFRASTRUCTURE

10.1 Incident Management.

a. In the event that Vendor experiences a complete service interruption or any interruption of Comcast tools or telephony, Vendor must notify Comcast's National ROC at 877-544-6762, within 15 minutes of incident detection.

b. Vendor shall have key technical resources readily available to join Comcast's conference bridge when there is any type of service disruption.

c. Vendor shall participate in all calls or meetings and to document the resolution of any service disruption via a post mortem root cause analysis report which shall be provided to Comcast within three (3) days of issue resolution.

10.2 Maintenance Notification.

a. Vendor shall provide Comcast with no less than two (2) weeks advance written notice regarding any regularly scheduled remedial and or preventive maintenance.

b. Vendor shall provide Comcast with written notice as to any requirement for emergency maintenance no less than twenty-four (24) hours after such determination has been made.

11.0 REPORTING

11.1 Requirements.

Vendor will provide, at no additional cost to Comcast, call center metric reports electronically on a daily, weekly, monthly, quarterly and annual basis (as required) in a format easily imported into Excel spreadsheets in accordance with Comcast's requirements. These reports will provide, but shall not be limited to, the following information:

- New hire attrition report – agent tenure, agent hire date/term date.
- HR report for attrition; monthly.
- Month over month FTE Report – Actual vs. forecasted
- Pay for Performance reports as required
- Agent hierarchy File for quality programs
- Old/new PFP reconciliation
- Timeliness and integrity of reports and ID Management
- Maintain a POC list for all major functions – include an off hours contact: leadership, operational, reporting, technology
- Attend regularly scheduled performance reporting meetings
- Vendor to provide call disposition data and analysis on weekly / monthly basis in mutually agreed format

12.0 ACCESS TO VENDOR SYSTEMS

Vendor shall provide Comcast with unimpeded password protected remote access to Vendor's monitoring tools (e.g., tools used to monitor to Vendor's personnel performing the Services on a random basis and/or to review electronic responses on a random basis, including, but, not limited to, remote monitoring of all live calls to all toll free numbers Comcast sends to Vendor) prior to Vendor commencing to provide the Services. Vendor shall ensure that the remote monitoring capability provided to Comcast complies with applicable State and Federal laws. Comcast reserves the right to audit Vendor's performance of this Agreement and the Services by whatever means Comcast deems appropriate with or without notice to Vendor, including, but not limited to, customer surveys, monitoring calls and/or other work related activities (either onsite or remotely) provided as a part of the Services to the extent permitted under applicable law and, in the case of financial audits, on 30 days written notice. Comcast may utilize Comcast personnel or third parties to conduct such audits. If requested by Comcast, Vendor will provide Comcast with copies of all records of Vendor's performance of the Services, including, but not limited to, phone records, reports and such other information and records in the format requested by Comcast. The results of any audits conducted by Comcast (or its designated third parties) shall be conclusive in determining Vendor's attainment of each of the Service Level Guarantee subject to Vendor's agreement to contest such results in the manner permitted under the Agreement

Comcast will timely provide such data from Comcast systems as may be necessary for Vendor to fulfill its obligations hereunder as well as data required for invoicing purposes Comcast will provide Vendor with work force management and real time data necessary for line adherence and scheduling.

13.0 INSURANCE

In addition the insurance requirements outlined in Agreement, Vendor agrees to secure and maintain, at its sole cost and expense: Cyber-Liability, e-commerce liability or media professional liability insurance with limits of no less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate.

14.0 EEO REQUIREMENTS

The parties agree to comply with the EEO provisions of the 1984 Cable Act and the Comcast EEO policy, which requires employers to seek the broadest recruitment base in order that a representative cross-section of applicants might be obtained. It is Comcast's policy to afford equal employment opportunity to qualified individuals regardless of their race, color, religion, sex, national origin, age, non-qualifying physical or mental handicap, and to disabled veterans, and to conform to laws and regulations applicable thereto.

15.0 CHANGE MANAGEMENT

Comcast may at any time during the delivery of the Services request additions, deletions or alterations (a **Change**") to the Program in writing or by using a Change Management Form (attached hereto as Exhibit B). Within ten (10) business days after receipt of a request for change or a Change Management Form, Vendor will submit a proposal to the other party which shall include any changes in pricing or in the delivery of the Services necessitated by the change. Comcast shall, within ten (10) business days of receipt of the proposal either (i) accept the proposal or Change; (ii) meet with the other party to discuss the proposal or Change to determine if the proposal or the perform the Change in which event the parties shall continue to perform the Services in accordance with this SOW or as previously amended. No such Change shall be considered nor shall Vendor be entitled to any compensation for work done pursuant to or in contemplation of a Change, unless such Change is authorized through either written amendment of this Statement or a Change Management Form executed by both parties.

Each party represents to the other that the person signing on its behalf has the legal right and authority to enter into the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this SOW as of the date first above written.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC		**SUPPORT.COM, INC**	
By:	______________________	By:	______________________
Print Name:	______________________	Print Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

EXHIBIT A

Service Level Targets for Enterprise Programs

For all Enterprise Programs (i.e., Residential High Speed Internet, Comcast Enterprise Billing and Video Repair, and Comcast Digital Voice Programs). The Bonus and Penalty Rate percentages below denote percentages of Productive Hours in the applicable fiscal month.

a. **VOC**: Vendor shall meet the Service Level Target for Voice of Customer ("**VOC**"). VOC is measured by the Comcast customer's scoring related to their satisfaction with the last CSR that the customer interacted with on the phone. A third party survey agent conducts the automated survey after the last interaction and the customer's rating of satisfaction with that CSR is scored and reported out to Vendor and CSR. The Bonus & Penalty for achievement or failing to achieve the Service Level Target is:

Service Level Target	Rate
[***]	[***]
[***]	[***]

b. **Line Adherence:** Vendor is required to meet a staffing target that is equal to a minimum of ninety-two percent (92%) of the interval requirements for all intervals with more than 25 FTE staffed. The fiscal month will be considered met if Vendor meets a minimum of eight-five percent (85%) of the thirty (30)-minute intervals at the ninety-two percent (92%) interval requirement. The intervals start on each hour and at the half of each hour adjusted for Comcast requested training (additional training). The below Bonus applies on a fiscal calendar month, which is measured by total non-missed intervals divided by the total number of operational intervals in a fiscal month:

Actual Line Adherence	Rate
[***]	[***]
[***]	[***]

c. **TSR**: Transactional Sales Rates ("**TSR**") measures the effectiveness of non-sales agents in selling additional revenue generation units ("**RGU**") to existing customers during non-sales calls. An RGU is defined as a new line of business (new service) added to the customer's account which remains on the customer's account for at least thirty (30) days. The addition of components of a Comcast service which the customer already subscribes to is not considered an RGU upgrade. For example, adding HBO to a video service customer is not an RGU upgrade. TSR is measured by the percentage of the total calls where an RGU is added. Bonuses and penalties for TSR shall apply only after vendor has received training on relevant RGUs and Comcast and Vendor has established procedures for Transactional Sales in connection with the HIS Repair and Wireless Gateway Support Services provided hereunder.

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Attainment Range of TSR Service Level Target	TSR Bonus/Penalty
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

d. Adjusted Bonus Percentages: In the event that Comcast elects to waive Service Level Target for any fiscal calendar month, Comcast shall notify Vendor of such decision as soon as reasonably practical. Such notice shall include the adjusted Bonus payout percentages for the remaining metric(s) based on an equal distribution of the Bonus that corresponded to the waived Service Level Target to the remaining Service Level Targets.

e. AHT Target Credit

Starting AHT =[***].

In the event that type of calls handled or if the Services contracted for from Vendor materially change and if such change is expected to continue for more than [***], Comcast and Vendor shall equitably adjust the AHT based on the mutual agreement of the parties. New hire CSRs AHT will be excluded from the AHT calculation for the period of time between the Effective Date of this SOW and January 1, 2014, and thereafter for the first ninety (90) days of employment, except for CSRs hired as attrition replacements. If Vendor's actual AHT for a fiscal month does not exceed the AHT Target by more than [***], then no credit shall be due to Comcast. If Vendor's actual AHT for a fiscal [***] exceeds the AHT Target by more than [***], then a credit shall be issued to Comcast. The calculation of the credit shall be as set forth below:

[***]

f. Commencement of Service Level Bonuses and Penalties: The foregoing service level bonuses and penalties shall become effective [***].

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

EXHIBIT B

CHANGE MANAGEMENT FORM

Program: **PCR No.:**
Originator: **Date:**
Department: **Phone #:** **Title:**
Locations Impacted:
Requested Implementation Date:
Estimated Hours: (LOE) ❑Billable ❑Non-Billable **Billing Rate/Hour:**
Fixed Fee Cost (if applicable)
Type of Change:
Scope of Change: ❑Minor (Anything within current contract) ❑Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner

***Reason for Change:** (give brief overview of the reason for the change i.e. due to additional business, project enhancements or resulting from a corrective action), and identify whether change is permanent or temporary*

Area(s) of Change

o Accounting/Payroll
o Data Processing
o General Facilities
o Human Resources
o IT/BI
o Operations
o Miscellaneous *(Please describe below)*
o Other:
o Network
o Resource Planning
o Quality Assurance
o Telecom
o Training
o Recruiting

***Description of Change(s) Requested**: (describe the changes and how they affect each area or department, including key dates, requirements and billing information)*

Comcast Authorization (SRT Comcast/LOB POC)

Comcast Representative's Signature ______________________________

Print Name ______________________ Date ______________________

Exhibit C

Scope of Support

HSI Repair. To be provided only after HSI Repair Uptraining set forth in Section 5.1 (a) has been completed. Prior to such time Tier 1 calls will be transferred back to Tier.

Help users with issues relating to XFINITY Internet service including:

[***]

Wireless Gateway Support – Set up, configure and manage a secured home network and support any home network issues customers may encounter. Available for both Comcast-leased devices.

[***]

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Exhibit 10.21

AMENDMENT ONE
TO STATEMENT OF WORK NUMBER 1
OF MASTER SERVICES AGREEMENT
CALL HANDLING SERVICES

THIS AMENDMENT ONE ("**Amendment 1**") to Statement of Work Number 1 ("**SOW#1**) of the MASTER SERVICES AGREEMENT, CALL HANDLING SERVICES dated as of October 1, 2013 (the "**Agreement**") is made effective December 31, 2013 (the "**Amendment 1 Effective Date**") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of its applicable affiliates and subsidiaries, with offices at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103 ("**Comcast**" or "**Reseller**") and Support.com, Inc., a Delaware corporation, with offices at 900 Chesapeake Drive, 2nd Floor, Redwood City, CA 94063 ("**Support.com**") (each a "**Party**" and collectively the "**Parties**").

BACKGROUND

WHEREAS, Comcast plans to include wireless networking support services in high speed Internet subscriptions for customers leasing a Comcast Wireless Gateway device ("**Bundled Support Program**");

WHEREAS, Comcast plans to discontinue its Xfinity Signature Support ("**XSS**") program (the "**XSS Program**") for residential customers; and

WHEREAS Comcast and Support.com wish to establish a program under which certain customers with technical support needs may be referred to Support.com.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties, intending to be legally bound, agree to modify SOW#1 as of the Amendment 1 Effective Date, as follows:

1. The following referral arrangements are added to and made a part of SOW#1 as Section 16 of such SOW#1:

XSS Referrals. Following delivery of services to Comcast customers under the XSS Program or the Bundled Support Program, and subject to Comcast's Acceptable Use Policy, Privacy Policy and related policies in effect from time to time, Support.com may (A) inform customers that Support.com provides additional services for a charge directly from Support.com to customers under such programs if such customers require assistance beyond Comcast's support boundaries, (B) inform customers of such charges and (C) provide such services to customers. Any such referrals made prior the date of the Amendment 1 Effective Date are ratified and confirmed.

2. Effect of Amendment

Except as expressly amended herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF the Parties have entered into this Amendment 1 as of the Amendment 1 Effective Date.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	SUPPORT.COM, INC.
By: /s/	By: /s/
Name: Peter Kiriscouiscos	Name: Joshua Pickus
Title: EVP & Chief Procurment Officer	Title: President & CEO

Exhibit 10.22

CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[***]."

Statement of Work #2
Effective as of December 31, 2013 ("SOW Effective Date")

This Statement of Work #2 ("**SOW**") effective as of December 31, 2013 (the "SOW Effective Date") between Support.com, Inc. ("**Vendor**") and Comcast Cable Communications Management, LLC and any of its operating subsidiaries and affiliates which receive services from Vendor ("**Comcast**") incorporates and is governed by the terms and conditions contained in the Master Services Agreement Call Handling Services effective as of October 1, 2013 (the "**Agreement**"), by and between Comcast and Vendor. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern. Any capitalized term used herein but not defined shall be as defined in the Agreement.

1.0 SERVICES

1.1 Scope of Services.

The parties acknowledge that Comcast, pursuant to a promotional offer for [***] subscriptions of the "Help Desk" SKU set forth in Program Description Number 1 of the Amended and Restated Support Services Agreement, dated July 5, 2012, has in place [***] subscriptions with customers (the "[***] **Subs**"). Notwithstanding any other provision, with respect to the [***] Subs, Vendor agrees to continue to provide the services for such SKUs at a rate of [***] per subscription, per month, with the outstanding remaining [***] term balance for all of the [***] Subs, minus a [***] churn rate, to be paid in full within sixty (60) days from the SOW Effective Date. The total amount owed to Vendor will be [***].

1.2 Service Level Terms.

With respect to the [***] Subs, Vendor agrees to provide an inbound call service level of [***] or greater of inbound customer calls for a delivery agent answered within [***].

Each party represents to the other that the person signing on its behalf has the legal right and authority to enter into the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this SOW as of the date first above written.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC		**SUPPORT.COM, INC**	
By:	/s/	By:	/s/
Print Name:	Peter Kiriacoulacos	Print Name:	Josh Pickus
Title:	EVP & Chief Procurement Officer	Title:	President & CEO

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Exhibit 10.23

CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[***]."

December 31, 2013

Comcast Cable Communications Management, LLC
One Comcast Center, 1701 JFK Blvd.
Philadelphia, PA 19103
Attention: Peter Kiriacoulacos, EVP & Chief Procurement Officer

Re: Amended and Restated Support Services Agreement, dated July 5, 2012 (as amended, the "**Agreement**") by and between Comcast Cable Communications Management, LLC, ("**Comcast**") and Support.com, Inc., ("**Support.com**"), including Exhibit A to the Agreement, which contains: (i) "XFINITY Signature Support ("XSS") Remote Support Services" ("**Program Description Number 1**"); and (ii) "Comcast Business Class Signature Support ("**CBCSS**"), Remote Support Services for Small/Medium Business" ("**Program Description Number 2**").

Dear Mr. Kiriacoulacos:

This Letter Agreement will document the Parties' agreement, in consideration of the mutual covenants and promises contained herein and with the intent of the Parties to be legally bound, to modify and terminate the Agreement as set forth below. All capitalized terms used and not defined in this letter agreement ("**Letter Agreement**") will have the meanings ascribed to them in the Agreement.

1. Program Description Number 1. Notwithstanding anything in the Agreement to the contrary, Program Description Number 1 shall terminate and have no further force or effect as of December 31, 2013, except that (i) no Termination for Convenience Fee shall be payable by Comcast to Support.com under Section 10 of Program Description Number 1 (for the avoidance of doubt, the second paragraph of Section 10 of Program Description Number 1 is hereby deleted); (ii) all other fees due to Support.com as of such termination date shall continue to be payable on the terms set forth in the Agreement, Program Description Number 1 and this Letter Agreement; and (iii) with respect to incident-based offerings purchased but not redeemed by Customers prior to December 31, 2013, Support.com shall remain obligated to provide Services to such Customers through March 31, 2014.

2. Program Description Number 2 and the Agreement Notwithstanding anything in the Agreement to the contrary, Program Description Number 2 and the Agreement in its entirety shall terminate and have no further force or effect as of March 31, 2014, except that (i) no Termination for Convenience Fee shall be payable by Comcast to Support.com under Section 11.2 of Program Description Number 2 (for the avoidance of doubt, Section 11.2 of Program Description Number 2 is hereby deleted); (ii) all other fees due to Support.com as of such termination date shall continue to be payable on the terms set forth in the Agreement, Program Description Number 1 and Program Description Number 2; and (iii) with respect to incident-based CBCSS Support SKUs purchased but not redeemed by CBCSS Customers prior to January 31, 2014, Support.com shall remain obligated to provide Services to such Customers through March 31, 2014.

3. Wireless Networking Support Subscription Termination Fee Changes.

3.1 Notwithstanding anything in Section 6 ("Pricing and Fees") of Program Description Number 1 to the contrary but subject to Section 3.2 of this Letter Agreement, no TF shall be payable under Program Description Number 1 for any Customer whose subscription is terminated because such subscriber is leasing a Comcast Wireless Gateway or router device ("**WG**") and becomes entitled to wireless networking support services under the Master Services Agreement, Call Handling Services dated as of October 1, 2013 (the "**MSA**") Statement of Work Number 1 ("**SOW#1**") as part of its high speed Internet subscription ("**Bundled Support Program**"). Comcast will provide Support.com a list of such terminated and transferred subscriptions, which may originate from subscriptions purchased on a standalone basis, or as part of Comcast's "Triple Play" program.

3.2 TF shall continue to be due for all other Wireless Networking Support SKU subscription terminations for Customers who do not have a WG; and for all Wireless Networking and Computer Performance, Help Desk and Help Desk Plus SKU subscription terminations, regardless of whether the Customers have WGs or not, in each case at the rates and during the periods set forth in Section 6.1 of Program Description Number 1 and without regard to whether such subscriptions are terminated by the Customer or by Comcast; provided, however, that the total amount of TF payable by Comcast to Support.com for the period ending [***] shall be calculated by determining the total TF otherwise due and [***].

4. Referral Arrangement.

4.1 XSS Referral Arrangements. Referral arrangements for the XSS program shall be as set forth in Amendment One to SOW#1 to the MSA.

4.2 CBCSS Referral Arrangements. The CBCSS Referral arrangements will be comprised of the following components, based on a launch schedule to be mutually agreed upon by the Parties:

4.2.1 Written Termination Notice Referrals – A written referral notice, with language to be mutually agreed upon, to be included with the termination notice provided by Comcast to CBCSS Customers whose subscriptions are being terminated, stating that such Customers may elect to continue receiving Services directly from Support.com, and providing Support.com contact information;

4.2.3 Customer Care FAQs – A designated script will be posted on Comcast's internal, on-line reference pages (i.e. LOQ, Einstein or equivalent) for support and sales personnel directing such personnel to refer Comcast CBCSS Customers seeking information about the termination of the CBCSS program or subscriptions thereto, stating that such Customers may elect to continue receiving Services directly from Support.com, and providing Support.com contact information (Comcast shall have no obligations under this provision after March 31, 2014);

4.2.4 Inbound Call Referrals – After the date upon which Comcast provides CBCSS Customers with the termination notices described above, Support.com support and sales personnel providing Services to CBCSS Customers, may remind such Customers that the CBCSS program is being terminated, and offer replacement services directly from Support.com.

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

This provision shall terminate and have no force or effect after March 31, 2014.

5. Early Terminated Subscriptions.

5.1 Background. During the course of deploying the program under the MSA, certain subscriptions of a number of XSS Customers in the Western Division were erroneously terminated by Comcast prior to their intended termination date of December 4, 2013 (such subscriptions, the "**Early Terminated Subscriptions**" or "**ETS**"). As a result, the Parties' reporting systems identify ETS as inactive. Comcast hereby confirms its prior instructions to Support.com to continue providing Services for ETS through December 4, 2013, in accordance with the provisions of Program Description Number 1 and the Agreement, as follows:

5.2 Early Terminated Subscriptions. Comcast has provided a list of ETS to Support.com. Notwithstanding the Parties' reporting systems with respect to ETS, Support.com shall continue to provide Services for the ETS through their actual termination date of December 4, 2013; and Support.com will invoice Comcast, and Comcast shall remit payment to Support.com, for the Support.com Fees payable for ETS, in accordance with the provisions of Program Description Number 1 and the Agreement.

Please indicate Comcast's acceptance and agreement with the terms of this Letter Agreement by countersigning below.

Sincerely,

Support.com, Inc.

____
By: Josh Pickus, President and CEO

ACCEPTED AND AGREED:
Comcast Cable Communications Management, LLC

____

By: Peter Kiriacoulacos
Title: EVP & Chief Procurement Officer

Exhibit 10.24

CONFIDENTIAL TREATMENT REQUESTED – CONFIDENTIAL PORTIONS OF THIS DOCUMENT HAVE BEEN REDACTED AND HAVE BEEN SEPARATELY FILED WITH THE COMMISSION. THE OMITTED PORTIONS HAVE BEEN REPLACED WITH "[***]."

CHANGE MANAGEMENT FORM
Number 1

Program: Wireless Gateway Support under Master Services Agreement effective as of October 1, 2013 (the "MSA")
PCR No.:
Originator: Support.com, Inc.
Date: December 22, 2013
Department: NCO
Phone #: [***]
Title: VP, Outsourcing Strategy & Operations, NCO

Locations Impacted: N/A
Requested Implementation Date: 12/22/13
Estimated Hours: (LOE) N/A ☑ Billable ❑Non-Billable **Billing Rate/Hour:** N/A
Fixed Fee Cost (if applicable) N/A
Type of Change: Pass-through charges for Vendor's telecommunications and technology expenses.
Scope of Change: ☑ Minor (Anything within current contract) ❑Major (may require contract amendment) MUST BE REVIEWED BY Business and/or P&L Owner

Reason for Change: ***(give brief overview of the reason for the change i.e. due to additional business, project enhancements or resulting from a corrective action), and identify whether change is permanent or temporary***

MSA Section 4.14(a), Exhibit D and Appendix to Exhibits C and D state that Comcast will provide telecommunications circuits, phone switch, ACD routing functionality, PBX for voice traffic, Avaya One-X Road Warrior client licenses, Workforce Management, Real-time Adherence, Real-time Monitoring, Call Recording, IVR, ECH data for historical reporting, process to request for Group and Skilling changes, connectivity to 3rd Party DMARCS, Real-Time Reporting, data for vendor scorecard creation, TSR call volume, Daily call volume, Line Adherence feeds, Queue-based Agent FCR Financial Reporting thru the line adherence tool. In lieu of receiving such from Comcast, Vendor is providing the services and passing through corresponding usage, configuration and development charges.

Area(s) of Change

❑ Accounting/Payroll
o Data Processing
o General Facilities
o Human Resources
o IT/BI
o Operations
o Miscellaneous *(Please describe below)*
☑ Other: Telecommunications and technology expenses.

o Network
o Resource Planning
o Quality Assurance
o Telecom
o Training
o Recruiting

Description of Change(s) Requested: (describe the changes and how they affect each area or department, including key dates, requirements and billing information)

Non-binding estimate of [***]; pass-through charges to be based on amounts actually incurred.

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Comcast Authorization (SRT Comcast/LOB POC)

Comcast Representative's Signature /s/ Brian Duffy

Print Name Brian Duffy Date 2-3-14

*** CONFIDENTIAL MATERIAL REDACTED AND SEPARATELY FILED WITH THE COMMISSION ***

Exhibit 21.1

Subsidiaries of Support.com, Inc.

Name of Subsidiary	State or Jurisdiction in which Incorporated or Organized
Domestic Subsidiaries	
Support.com Gift Cards, Inc.	California
Foreign Subsidiaries	
SDC Services Canada Inc.	Canada
SupportSoft GmbH	Germany
Support.com India Pvt Ltd	India

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements (Form S-8 No.'s 333-106276, 333-116602, 333-48726, 333-96623, 333-65964, 333-127299, 333-136408, 333-141383, 333-158541, 333-172230 and 333-173802) pertaining to the Support.com, Inc. Amended and Restated 1998 Stock Option Plan, the Support.com, Inc. 2000 Omnibus Equity Incentive Plan, the Support.com, Inc. 2010 Equity and Performance Incentive Plan (as Amended and Restated) and the Support.com, Inc. 2011 Employee Stock Purchase Plan of our reports dated March 7, 2014, with respect to the consolidated financial statements of Support.com, Inc., and the effectiveness of internal control over financial reporting of Support.com, Inc. included in this Annual Report (Form 10-K) for the year ended December 31, 2013.

/s/ ERNST & YOUNG LLP

San Francisco, California
March 7, 2014

EXHIBIT 31.1

CHIEF EXECUTIVE OFFICER SECTION 302 CERTIFICATION

I, Joshua Pickus, certify that:

1. I have reviewed this Annual Report on Form 10-K of Support.com, 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 fourth fiscal quarter 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.

By: /s/ JOSHUA PICKUS

Joshua Pickus
Chief Executive Officer and President

Date: March 7, 2014

EXHIBIT 31.2

CHIEF FINANCIAL OFFICER SECTION 302 CERTIFICATION

I, Roop Lakkaraju, certify that:

1. I have reviewed this Annual Report on Form 10-K of Support.com, 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 fourth fiscal quarter 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.

By: /s/ ROOP LAKKARAJU

Roop Lakkaraju
Executive Vice President, Chief Financial Officer and Chief Operating Officer

Date: March 7, 2014

EXHIBIT 32.1(1)

STATEMENT OF CHIEF EXECUTIVE OFFICER UNDER 18 U.S.C. § 1350

I, Joshua Pickus, the Chief Executive Officer of Support.com, Inc. (the "Company"), certify for the purposes of section 1350 of chapter 63 of title 18 of the United States Code that, to the best of my knowledge,

(i) the Annual Report of the Company on Form 10-K for the year ended December 31, 2013 (the "Report"), fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934, and

(ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JOSHUA PICKUS

Joshua Pickus
Chief Executive Officer and President

Date: March 7, 2014

A signed original of this written statement required by 18 U.S.C. § 1350 has been provided to Support.com, Inc. and will be retained by Support.com, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

(1) The material contained in this Exhibit 32.1 is not deemed "filed" with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language contained in such filing, except to the extent that the registrant specifically incorporates it by reference.

EXHIBIT 32.2(1)

STATEMENT OF CHIEF FINANCIAL OFFICER UNDER 18 U.S.C. § 1350

I, Roop Lakkaraju, the Chief Financial Officer of Support.com, Inc. (the "Company"), certify for the purposes of section 1350 of chapter 63 of title 18 of the United States Code that, to the best of my knowledge,

(i) the Annual Report of the Company on Form 10-K for the year ended December 31, 2013 (the "Report"), fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934, and

(ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ ROOP LAKKARAJU

Roop Lakkaraju
Executive Vice President, Chief Financial Officer and Chief Operating Officer

Date: March 7, 2014

A signed original of this written statement required by 18 U.S.C. § 1350 has been provided to Support.com, Inc. and will be retained by Support.com, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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(1) The material contained in this Exhibit 32.1 is not deemed "filed" with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language contained in such filing, except to the extent that the registrant specifically incorporates it by reference.