

CARBONITE INC

FORM 10-K (Annual Report)

Filed 03/10/15 for the Period Ending 12/31/14

Address 177 HUNTINGTON AVENUE
BOSTON, MA 02115
Telephone 6175871140
CIK 0001340127
Symbol CARB
SIC Code 7374 - Computer Processing and Data Preparation and Processing Services
Industry Computer Services
Sector Technology
Fiscal Year 12/31

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

FORM 10-K

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

For the fiscal year ended December 31, 2014
OR

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

For the transition period from _____ to _____
Commission file number: 001-35264

CARBONITE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

33-1111329
(I.R.S. Employer
Identification No.)

Two Avenue de Lafayette
Boston, Massachusetts
(Address of principal executive offices)

02111
(Zip Code)

(617) 587-1100
(Registrant's telephone number, including area code)

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

Title of Each Class
Common Stock, par value \$0.01 per share

Name of Exchange on Which Registered
The NASDAQ Stock Market LLC

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

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

Indicate by check mark 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 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 during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

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

Large accelerated filer 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

As of June 30, 2014, the last business day of the registrant's most recently completed second quarter, the aggregate market value of the voting stock held by non-affiliates of the registrant was \$247,403,250.

As of February 27, 2015, there were 27,249,579 shares of the registrant's common stock, par value \$0.01 per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for its 2015 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K.

CARBONITE, INC.
Table of Contents

	<u>Page</u>
PART I.	1
Forward Looking Statements	1
Item 1. Business	1
Item 1A. Risk Factors	6
Item 1B. Unresolved Staff Comments	25
Item 2. Properties	25
Item 3. Legal Proceedings	25
Item 4. Mine Safety Disclosures	25
PART II.	26
Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	26
Item 6. Selected Financial Data	27
Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations	30
Item 7A. Quantitative and Qualitative Disclosures about Market Risk	41
Item 8. Financial Statements and Supplementary Data	43
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	69
Item 9A. Controls and Procedures	69
Item 9B. Other Information	71
PART III	72
Item 10. Directors, Executive Officers and Corporate Governance	72
Item 11. Executive Compensation	72
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	72
Item 13. Certain Relationships and Related Transactions and Director Independence	72
Item 14. Principal Accountant Fees and Services	72
PART IV	72
Item 15. Exhibits and Financial Statement Schedules	72
SIGNATURES	74

PART I
SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-K (the Annual Report), including the sections entitled “Business,” “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” includes forward-looking statements. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “predict,” “potential,” and similar expressions, as well as the negatives thereof, as they relate to us, our business, our management, and our industry, are intended to identify forward-looking statements. In light of risks and uncertainties discussed in this Annual Report, the forward-looking events and circumstances discussed in this Annual Report may not occur and actual results could differ materially from those anticipated or implied in the forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future events and financial trends affecting the financial condition of our business. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at or by which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management’s good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks include, but are not limited to, those set forth under Item 1A of this Annual Report on Form 10-K.

Forward-looking statements speak only as of the date of this Annual Report. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions, and expectations disclosed in the forward-looking statements we make. In addition, our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments that we may make.

You should read this Annual Report completely and with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law. If we update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

ITEM 1. BUSINESS

Overview

Carbonite, Inc. (together with its subsidiaries, Carbonite, the Company, our, we, or us) provides cloud and hybrid backup solutions. Our solutions provide powerful features packaged in a cost-effective, simple, and secure manner, and are designed to address the specific needs of small and medium sized businesses (SMBs) and individuals.

Carbonite was incorporated on February 10, 2005 and is a Delaware corporation. We founded Carbonite on one simple idea: all computers need to be backed up, and in this always connected and highly mobile world, cloud backup is the ideal approach. Our “set and forget” automated solution requires little effort and protects our customers’ stored files even if their computers are lost, stolen, or destroyed. Today, our cloud and hybrid backup, recovery and archiving solutions help keep businesses in business.

As of December 31, 2014, we had subscribers in more than 100 countries, with subscribers based in the U.S. representing approximately 94% of our total revenue for each of 2014, 2013, and 2012.

We have developed a highly predictable subscription revenue model, with a consistently strong customer retention rate and a scalable infrastructure to support our growth. We generated revenue of \$122.6 million in 2014. We continue to invest in customer acquisition, and as a result we recorded a net loss of \$9.4 million in 2014. Our bookings have grown from \$54.1 million in 2010 to \$128.2 million in 2014. For a reconciliation of bookings to revenue for the last five years, see “Selected Consolidated Financial and Other Data.”

Industry Trends

Several trends are fueling the growth of the business continuity and backup industries. International Data Corporation ("IDC"), predicts the amount of data users create and copy will increase exponentially from 4.4 zettabytes in 2013 to 44 zettabytes in 2020, and IT pros will deal with around 230GB of data per person ¹. Another study indicated 22% of companies experienced data loss causing a "significant impact" to their business, and 70% of businesses with a significant data loss close their doors within a year ². We predict that this rapid growth in data along with the need for data protection will continue to drive demand for business continuity solutions.

Your life - both business and personal - is digital. Computers have transformed the way people work, communicate, and lead their daily personal and professional lives. People store a plethora of information on computers and tablets, from financial records, correspondence, passwords, work files, and tax returns to music and photos. These files could be permanently destroyed due to equipment failure, theft, loss, viruses, and accidental deletions. This data is accumulated over time and is often irreplaceable, making loss devastating for the owner.

We expect that increasing interest in leveraging cloud infrastructure will drive increased spending on built-in-the-cloud solutions like ours. According to IDC, small businesses will spend \$589,673 million on IT in 2015 ³. The use of cloud-based business products will rise and adoption of Office 365 will double to 30 percent of all U.S. small businesses in 2015 ⁴.

Traditional alternatives to cloud backup such as, external hard disk drives, flash memory drives, CDs, DVDs, and tape backup drives, are limited by drive capacity, cumbersome to scale, prone to failure, not secure, and not accessible from a remote location. As a result, small businesses and individuals are increasingly searching for simple, affordable solutions that provide reliable and secure cloud backup and anytime, anywhere access to stored files. We believe that cloud and hybrid backup effectively address the limitations of traditional solutions and will be the predominant business continuity solution in the future.

¹EMC Digital Universe Study, with data and analysis by IDC, April 2014.

²Data Loss a Problem for Over One in Five Small Businesses, <http://spanning.com/blog/data-loss-a-problem-for-over-one-in-five-small-businesses>.

³IDC, Market Analysis Perspective: SMB Markets: SMB v Enterprise Global Overview 2014 - attitudes, priorities, IT spending, Doc #252899, December 2014.

⁴IDC, Worldwide SMB Predictions, 2015, Doc #WC20141218, December 2014

Our Solution

We believe that our customers buy our backup, recovery and archiving solutions because they are powerful yet simple. We make it easy for customers to recover their files, and we provide anytime, anywhere access and high quality customer support.

We believe that our solutions provide the following benefits to all of our customers:

Power : Enterprise-grade solutions designed to meet the needs of small businesses and individuals.

Simplicity : Virtually effortless solutions that are easy to use and manage. Carbonite's products are "set and forget" and automatically protect data as it's created.

Security : Proven technology that protects what matters and provides peace of mind. We encrypt all customer files before they are transmitted to our data centers, guarding against unauthorized access to stored files and ensuring a high level of data security. In addition, we employ state-of-the-art data center security measures intended to prevent intrusions.

Value : We provide powerful products at an affordable price, and offer resources like a growing partner program and customer support for no additional charge.

Our Key Competitive Strengths

We believe that our key competitive strengths include the following:

Brand awareness. We believe that we have among the highest brand awareness in the cloud backup market. We promote our brand through our multi-channel marketing program, which includes a broad presence in radio, online display advertising, television, print advertising, paid and natural search, and an affiliate and reseller network.

Scale. We believe that our large scale infrastructure, built over the last nine years, enables us to store additional files at lower incremental cost than our smaller competitors. In addition, we are able to purchase national advertising at advantageous rates, access advertising opportunities that may be unavailable to smaller businesses, and take advantage of sophisticated analytical marketing systems.

Optimized backup architecture. Our entire infrastructure is optimized for backup, which is a low transaction speed, high volume, write mostly application. We believe that our average storage costs per subscriber are lower than those realized by typical general purpose data center storage systems.

Comprehensive customer support. We believe that our customer support is more comprehensive than that offered by our primary competitors in the cloud backup market and aids in our customer retention. We provide telephone, live chat, and email customer support in our basic subscription fee.

Significant intellectual property portfolio. We have a significant intellectual property portfolio relating to our backup solutions. CARBONITE is a registered trademark in the U.S. and in over 30 other countries, including countries in the European Union.

Our Offerings

We intend to be a leading provider of business continuity solutions that keep businesses in business. Our suite of solutions include:

Carbonite Personal: For individuals, we offer annual plans that include unlimited cloud backup for one computer at three different service levels. All plans offer discounts for multi-year subscriptions.

Carbonite Pro: Our small business workstation solutions automatically back up files to the cloud and include an unlimited number of devices for an annual flat fee based on the amount of storage needed.

Carbonite Server Backup: Our hybrid server backup solution protects an unlimited number of servers, databases and live applications, and offers advanced management capabilities including scheduling, retention, bandwidth and compression settings, and detailed monitoring and reporting via a personalized server dashboard.

The following table sets forth key features of our Carbonite Personal Basic, Carbonite Personal Plus, and Carbonite Personal Prime consumer offerings:

	Carbonite Personal Basic	Carbonite Personal Plus	Carbonite Personal Prime
Coverage	One Computer	One computer plus one external hard drive for backup	One computer plus one external hard drive for backup
Supported operating systems	Windows and Mac	Windows	Windows
Pricing	\$59.99/year; unlimited storage	\$99.99/year; unlimited storage	\$149.99/year; unlimited storage
Subscription Period	Annual or multi-year	Annual or multi-year	Annual or multi-year
Customer support	U.S.-based telephone, live chat, and email	U.S.-based telephone, live chat, and email	U.S.-based telephone, live chat, and email
Sync & Share	Access, edit and share your backed-up files from any of your devices (computer and select tablet and mobile devices)	Access, edit and share your backed-up files from any of your devices (computer and select tablet and mobile devices)	Access, edit and share your backed-up files from any of your devices (computer and select tablet and mobile devices)
Features	Automatic and continuous backup to the cloud, state-of-the-art security and file encryption, and recovery.	Automatic and continuous backup to the cloud, state-of-the-art security and file encryption, and recovery.	Automatic and continuous backup to the cloud, automatic video backup, courier recovery, state-of-the-art security and file encryption, and recovery.

The following table sets forth key features of our Carbonite Pro Basic and Carbonite Pro Prime small business offerings:

	<u>Carbonite Pro Basic</u>	<u>Carbonite Pro Prime</u>
Coverage	Unlimited computers, external hard drives and NAS devices	Unlimited computers, external hard drives, NAS devices and Windows file servers
Supported operating systems	Windows and Mac	Windows and Windows Server
Pricing	\$269.99/year; 250 GB of backup storage space	\$599.99/year; 500 GB of backup storage space
Subscription Period	Annual or multi-year	Annual or multi-year
Customer support	U.S.-based telephone, live chat, and email	U.S.-based telephone, live chat, and email
Remote file access	Anytime, anywhere using a web browser	Anytime, anywhere using a web browser
Sync & Share	Access, edit and share your backed-up files from any of your devices (computer and select tablet and mobile devices)	Access, edit and share your backed-up files from any of your devices (computer and select tablet and mobile devices)
Features	Automatic and continuous backup to the cloud, state-of-the-art security and file encryption, recovery.	Automatic and continuous backup to the cloud, state-of-the-art security and file encryption, recovery.

The following table sets forth key features of our Carbonite Server Basic, Carbonite Server Prime, and Carbonite Server Pro Bundle solutions:

	<u>Carbonite Server Basic</u>	<u>Carbonite Server Prime</u>	<u>Carbonite Server Pro Bundle</u>
Coverage	Unlimited servers	Unlimited servers	Unlimited servers
Supported operating systems	Windows NTFS and ReFS file systems, Microsoft SQL Server, Microsoft Exchange Server, Microsoft SharePoint Server, Windows System State; MySQL Server, Oracle Server, Hyper-V	Windows NTFS and ReFS file systems, Microsoft SQL Server, Microsoft Exchange Server, Microsoft SharePoint Server, Windows System State; MySQL Server, Oracle Server, Hyper-V	All servers to the left, plus Windows XP, Windows Vista, Windows 7, Windows Server, Windows Small Business Server, Windows 8 and 8.1.
Pricing	\$799.99/year; 250 GB of cloud storage	\$899.99/year; 500 GB of cloud storage	\$999.99/year; 500 GB of cloud storage
Subscription Period	Annual or multi-year	Annual or multi-year	Annual or multi-year
Customer support	U.S.-based telephone, live chat, and email	U.S.-based telephone, live chat, and email	U.S.-based telephone, live chat, and email

We use sophisticated encryption technology to ensure the privacy of our customers' stored files. We encrypt files using a secure key before the files leave the customer's computer and transmit the encrypted files over the internet to one of our secure data centers. Customers' files remain encrypted on our servers to guard against unauthorized access. We employ outside security analysis firms, including anti-hacking specialists, to review and test our defenses and internal procedures.

Our Proprietary Server Software

At the core of our offerings is our proprietary server software designed specifically for cloud backup. The server software is comprised of two major components: the Carbonite Communications System (CCS) and the Carbonite File System (CFS). CCS moves customer data between our software installed on our customers' computers and CFS running on our storage servers. CCS also balances loads across our server network. CFS manages the write-mostly database of stored files with the flexibility to operate on a wide variety of readily available third-party storage hardware.

We invest heavily in the development of our technologies. In 2014, 2013 and 2012, we spent \$24.1 million, \$20.9 million and \$19.9 million, respectively, on research and development. Our proprietary technologies are fundamental to our value proposition as they enable us to deliver the following benefits:

Scalability. We add storage capacity at the rate of approximately one petabyte every two weeks. CCS allows us to automatically balance processing and storage capacity across our large and expanding server network. CFS allows us to easily add storage capacity across multiple physical locations by automatically integrating new storage servers into our existing infrastructure.

Reliability. We designed CCS and CFS to eliminate single points of failure. The modular design of these components uses well-defined protocols intended to ensure that customer stored files are accurate and free from errors. CFS provides proprietary disk error detection for errors that can occur over years of storage. Our software also incorporates checks and balances to verify data integrity.

Cost effectiveness. Storage cost is the biggest component of our cost of revenue. CCS enables us to dynamically load balance among servers to allow higher overall utilization. CFS enables us to reduce storage costs by utilizing almost every block of physical disk space to store customer files. We can choose the most cost-effective hardware solutions for our data centers because CFS allows us to operate in a heterogeneous hardware environment.

Marketing and Sales

Our marketing and sales efforts are focused on three primary goals: building brand awareness, acquiring customers at a low cost, and retaining existing customers. Our advertising reinforces our brand image by emphasizing ease of use, affordability, security, reliability, and anytime, anywhere access to stored files. We use radio advertising, online display advertising, television, print advertising, paid search, direct marketing, and affiliate and reseller marketing. Our public relations efforts include engaging the traditional press, new media, and social networks. Our distribution strategy is designed to sell large volumes of our solutions through our sales channel relationships including resellers.

Marketing. Most of our revenue is from consumers who sign up for Carbonite backup on our website in response to our direct marketing campaigns. Our marketing efforts are designed to attract prospective customers, both consumer and small business, to our website and enroll them as paying customers, either through free trials or communication of the benefits of our solutions to the small business market.

Channel distribution. In order to further penetrate the extensive and diverse population of small businesses, we have and will continue to invest in our sales channel relationships. Our network of sales channel relationships includes distributors, resellers and retailers and is designed to sell large volumes of our relatively low-priced solutions to small business customers.

Retention. Our customer retention efforts are focused on establishing and maintaining long-term relationships with our customers by delivering a compelling customer experience and superior value, communicating regularly with customers through email, on-site messaging, and other media, and creating positive interactions with our customer support team. We monitor developing trends in subscription durations, renewals, and customer satisfaction to maximize our customer retention. We offer incentives to customers to purchase multi-year subscriptions, which we believe helps to increase our customer retention. As of December 31, 2014, 2013 and 2012, 25%, 28%, and 29%, respectively, of our customers had multi-year subscriptions.

Intellectual Property

We believe that the strength of our brand and the functionality of our software help differentiate us from our competitors. As such, our success depends upon our ability to protect our technologies and intellectual property, including our proprietary server software, which allows us to move and store vast amounts of customer data. To protect our intellectual property, we rely on a combination of trademark, patent, copyright, and trade secret laws, as well as confidentiality procedures and contractual restrictions. CARBONITE is a registered trademark in the U.S. and in over 30 other countries, including countries in the European Union. Carbonite also has additional registrations and/or pending applications for additional marks in the U.S. and/or other countries, including but not limited to "Carbonite The Better Backup Plan", "Back it up. Get it back", "Because Your Life is On Your Computer" Logo, "Carbonite" and the Green Dot Logo, Carbonite Lock Logo, Phanfare, Zmanda and the Z logo and Chinese character representations for Carbonite. In addition, we have eight issued patents, expiring at various times between 2027 and 2032, and 18 pending patent applications in the U.S. and internationally that cover both our technical infrastructure and our key usability and design concepts.

Competition

Our market is rapidly evolving due to technological advances that are driving changes in the way small and medium sized businesses operate. Over the past few years, competition has intensified, and we expect this to continue with the introduction of new technologies and market entrants. We compete against many companies across the storage, backup, archiving and cloud markets, ranging from those who provide a wide array of IT services, to those who provide only a specific business continuity product, to distributors and resellers.

We believe key factors to successfully compete in the business continuity market include ease of installation and use, value, cloud storage, data security, reliability, and brand reputation. We believe that Carbonite competes favorably with respect to each of the key factors by providing powerful, yet simple cloud and hybrid business continuity solutions. Our offerings are easy-to-use, affordable, secure, include a variety of storage capacity options, and enable anytime, anywhere access to files.

Historically, we have competed with CrashPlan (Code 42) and Mozy (EMC) for workstation backup, and with offerings from Symantec, Acronis and Datto for Server and Appliance offerings. We expect many of our competitors and their positions to change, as we complete our pivot to serve the SMB market and as the markets we compete in continue to evolve.

Employees

As of December 31, 2014, we had 579 full-time and 10 part-time employees. Of our full-time employees, 306 were in operations and support, 89 were in sales and marketing, 107 were in research and development, and 77 were in general and administrative functions. None of our employees are covered by collective bargaining agreements.

Subsequent Events

On December 24, 2014, Copper Holdings, Inc., a wholly owned subsidiary of j2 Global, Inc. (“j2”), commenced an unsolicited tender offer to acquire all of the outstanding shares of our common stock. The tender offer was subsequently withdrawn. On January 8, 2015, our Board of Directors adopted a Rights Agreement, pursuant to which “rights” are issued to all Company common shareholders that, if activated upon an attempted unfriendly acquisition, would deter and thereby minimize the risk of, any potential hostile takeovers. We have also received notices of director nominations from Engine Capital, L.P. (“Engine Capital”) and j2.

Available Information

We file reports with the Securities and Exchange Commission (SEC), including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and other filings required by the SEC. We make available on our website (www.carbonite.com) our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the SEC. These materials are available free of charge on or through our website via the Investor Relations page at www.carbonite.com. References to our website address in this report are intended to be inactive textual references only, and none of the information contained on our website is part of this Annual Report or incorporated in this Annual Report by reference.

The public may read and copy any materials that we file with the SEC at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an internet site (<http://www.sec.gov>) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

ITEM 1A. RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this Annual Report on Form 10-K before making an investment decision. Our business, prospects, financial condition, or operating results could be harmed by any of these risks, as well as other risks not currently known to us or that we currently consider immaterial. The trading price of our common stock could decline due to any of these risks, and, as a result, you may lose all or part of your investment.

Risks Related to Our Business

We have experienced periods of losses and negative cash flow since our inception, and we may not be able to sustain profitability or positive cash flow in the future.

We experienced net losses of \$18.9 million for 2012, \$10.6 million for 2013, and \$9.4 million for 2014, and we have an accumulated deficit of approximately \$139.3 million as of December 31, 2014. While we have experienced revenue growth over these same periods, we may not be able to achieve profitability in the future or on a consistent basis. We expect to continue making significant expenditures to develop and expand our business, including for advertising, customer acquisition, technology infrastructure, storage capacity, product development, and international expansion, in an effort to increase and

service our customer base. We also expect that our results may fluctuate due to a variety of factors described elsewhere in this Annual Report, including the timing and amount of our advertising expenditures, which are seasonal, the timing and amount of expenditures related to the development of technologies and solutions, and to defend intellectual property infringement and other claims. We may also incur increased losses and negative cash flow in the future for a variety of reasons, and we may encounter unforeseen expenses, difficulties, complications, delays, and other unknown events.

Any significant disruption in our service or loss or misuse of our customers' data could damage our reputation and harm our business and operating results.

Our brand, reputation, and ability to attract, retain, and serve our customers are dependent upon the reliable performance of our service and our customers' ability to readily access their stored files. Our customers rely on our cloud backup solution to store digital copies of their valuable data files, including financial records, business information, photos, and other personally meaningful content. Our data centers, and our third party data center providers, are vulnerable to damage or interruption from human error, intentional bad acts, computer viruses or hackers, earthquakes, hurricanes, floods, fires, war, terrorist attacks, power losses, hardware failures, systems failures, telecommunications failures, and similar events, any of which could limit our customers' ability to access their files and could prevent us from being able to continuously back up our customers' files. Prolonged delays or unforeseen difficulties in connection with adding storage capacity or upgrading our network architecture when required may cause our service quality to suffer. A breach of our network security and systems could also cause the loss or public disclosure of, or access by third parties to, our customers' stored files. Any event that significantly disrupts our service or exposes our customers' stored files to misuse could damage our reputation and harm our business and operating results, including reducing our revenue, causing us to issue credits to customers, subjecting us to potential liability, harming our renewal rates, or increasing our cost of acquiring new customers.

The market for cloud solutions is competitive, and if we do not compete effectively, our operating results could be harmed.

We compete with cloud backup providers and providers of traditional hardware-based backup systems. Many of our actual and potential competitors benefit from competitive advantages over us, such as greater name recognition, longer operating histories, more varied services, and larger marketing budgets, as well as greater financial, technical, and other resources. In addition, many of our competitors have established marketing relationships and major distribution agreements with computer manufacturers, internet service providers, and resellers, giving them access to larger customer bases. Some of our competitors may make acquisitions or enter into strategic relationships to offer a more comprehensive service than we do. These combinations may make it more difficult for us to compete effectively. We expect these trends to continue as competitors attempt to strengthen or maintain their market positions.

Demand for our cloud and hybrid backup solutions is sensitive to price. Many factors, including our advertising, customer acquisition and technology costs, and our current and future competitors' pricing and marketing strategies, can significantly affect our pricing strategies. Certain of our competitors offer, or may in the future offer, lower-priced or free products or services that compete with our solutions. Similarly, certain competitors may use internet-based marketing strategies that enable them to acquire customers at a lower cost than us. There can be no assurance that we will not be forced to engage in price-cutting initiatives, or to increase our advertising and other expenses to attract and retain customers in response to competitive pressures, either of which could have a material adverse effect on our revenue and operating results.

Over the long term, we intend to invest in research and development activities, and these investments may achieve delayed, or lower than expected, benefits which could harm our operating results.

While we intend to focus on managing our costs and expenses, over the long term, we also intend to invest in research and development activities as we focus on organic growth through internal innovation. We are likely to recognize the costs associated with these investments earlier than some of the anticipated benefits, and the return on these investments may be lower, or may develop more slowly, than we expect. If we do not achieve the benefits anticipated from these investments, or if the achievement of these benefits is delayed, our operating results may be adversely affected.

We have in the past incurred, and will continue to incur, significant research and development expenses as we strive to remain competitive. New product development and introduction involves a significant commitment of time and resources and is subject to a number of risks and challenges including:

- the difficulty in forecasting customer preferences or demand accurately;
- the inability to expand product capacity to meet demand for new products;

- the inability to successfully manage the transition from older products;
- the impact of customers' demand for new products on the products being replaced, thereby causing a decline in sales of existing products and an excessive, obsolete supply of inventory;
- delays in initial shipments of new products;
- adapting to emerging and evolving industry standards and to technological developments by our competitors and customers;
- entering into new or unproven markets with which we have limited experience
- the response of competitors to the introductions of new products; and
- the desire by customers to evaluate new products for extended periods of time.

Our failure to introduce new or enhanced products on a timely basis, keep pace with rapid industry, technological or market changes or effectively manage the transitions to new products or new technologies could have a material adverse effect on our business, results of operations or financial condition.

We may not be able to respond to rapid technological changes with new solutions, which could have a material adverse effect on our operating results.

The cloud and hybrid business continuity market is characterized by rapid technological change and frequent new product and service introductions. Our ability to attract new customers and increase revenue from existing customers will depend in large part on our ability to enhance and improve our existing solutions, introduce new features and products, and sell into new markets. We are in the process of addressing the challenges of dynamic and accelerating market trends, such as the decline in the PC market, the market shift towards tablets within mobility and architectural shifts in the provision of security and storage solutions, all of which has made it more difficult for us to compete effectively and requires us to improve our product and service offerings. Customers may require features and capabilities that our current solutions do not have. Our failure to develop solutions that satisfy customer preferences in a timely and cost-effective manner may harm our ability to renew our subscriptions with existing customers and to create or increase demand for our solutions, and may adversely impact our operating results.

The introduction of new services by competitors or the development of entirely new technologies to replace existing offerings could make our solutions obsolete or adversely affect our business and operating results. In addition, any new markets or countries into which we attempt to sell our solutions may not be receptive. We may experience difficulties with software development, design, or marketing that could delay or prevent our development, introduction, or implementation of new solutions and enhancements. We have in the past experienced delays in the planned release dates of new features and upgrades, and have discovered defects in new solutions after their introduction. There can be no assurance that new solutions or upgrades will be released according to schedule, or that when released they will not contain defects. Either of these situations could result in adverse publicity, loss of revenue, delay in market acceptance, or claims by customers brought against us, all of which could have a material adverse effect on our reputation, business, operating results, and financial condition. Moreover, upgrades and enhancements to our solutions may require substantial investment and we have no assurance that such investments will be successful. If customers do not widely adopt enhancements to our solutions, we may not be able to realize a return on our investment. If we are unable to develop, license, or acquire enhancements to our existing solutions on a timely and cost-effective basis, or if such enhancements do not achieve market acceptance, our business, operating results, and financial condition may be adversely affected.

Our limited operating history makes it difficult to evaluate our current business and future prospects, and, because we recognize revenue from subscriptions over the term of the relevant subscription period, downturns or upturns in subscription sales are not reflected immediately in our operating results.

We have been in existence since 2005, and our revenue has grown rapidly from \$38.6 million in 2010 to \$122.6 million in 2014, representing a compound annual growth rate of 34% over that period. We do not expect that this growth rate will continue in future periods and you should not rely on the revenue growth of any prior quarterly or annual periods as an indication of our future performance. In addition, because we recognize revenue from customers over the terms of their subscriptions, a large portion of our revenue for each quarter reflects deferred revenue from subscriptions entered into during previous quarters, and downturns or upturns in subscription sales or renewals may not be reflected in our operating results until

later periods. We may not achieve sufficient revenue to achieve or maintain positive cash flow from operations or profitability, and our limited operating history may make it difficult for you to evaluate our current business and our future prospects. We have encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries, including increasing expenses as we continue to grow our business. If we do not manage these risks successfully, our business will be harmed. If our future growth fails to meet investor or analyst expectations, it could have a negative effect on our stock price. If our growth rate were to decline significantly or become negative, it could adversely affect our financial condition and operating results.

A decline in demand for our solutions or for cloud solutions in general could cause our revenue to decline.

We derive, and expect to continue to derive, substantially all of our revenue from the sale of our cloud and hybrid backup solutions, a rapidly changing market. Changes in customer preferences for cloud solutions may have a disproportionately greater impact on us than if we offered multiple products and services. The market for cloud solutions is subject to rapidly changing customer demand and trends in preferences. Some of the potential factors that could affect interest in and demand for cloud solutions include:

- awareness of our brand and the cloud and hybrid backup solutions category generally;
- the appeal and reliability of our solutions;
- the price, performance, features, and availability of products and services that compete with ours;
- public concern regarding privacy and data security;
- our ability to maintain high levels of customer satisfaction; and
- the rate of growth in online solutions generally.

In addition, substantially all of our revenue is currently derived from customers in the U.S. Consequently, a decrease of interest in and demand for cloud backup solutions in the U.S. could have a disproportionately greater impact on us than if our geographic mix of revenue was less concentrated.

If we are unable to attract new customers to our solutions on a cost-effective basis, our revenue and operating results would be adversely affected.

We generate substantially all of our revenue from the sale of subscriptions to our solutions. In order to grow, we must continue to attract a large number of customers on a cost-effective basis, many of whom have not previously used cloud backup solutions. We use and periodically adjust a diverse mix of advertising and marketing programs to promote our solutions. Significant increases in the pricing of one or more of our advertising channels would increase our advertising costs or cause us to choose less expensive and perhaps less effective channels. As we add to or change the mix of our advertising and marketing strategies, we intend to expand into channels with significantly higher costs than our current programs, which could adversely affect our operating results. We may incur advertising and marketing expenses significantly in advance of the time we anticipate recognizing any revenue generated by such expenses, and we may only at a later date, or never, experience an increase in revenue or brand awareness as a result of such expenditures. We have made in the past, and may make in the future, significant investments to test new advertising, and there can be no assurance that any such investments will lead to the cost-effective acquisition of additional customers. If we are unable to maintain effective advertising programs, our ability to attract new customers could be adversely affected, our advertising and marketing expenses could increase substantially, and our operating results may suffer.

A portion of our potential customers locate our website through search engines, such as Google, Bing, and Yahoo!. Our ability to maintain the number of visitors directed to our website is not entirely within our control. If search engine companies modify their search algorithms in a manner that reduces the prominence of our listing, or if our competitors' search engine optimization efforts are more successful than ours, fewer potential customers may click through to our website. In addition, the cost of purchased listings has increased in the past and may increase in the future. A decrease in website traffic or an increase in search costs could adversely affect our customer acquisition efforts and our operating results.

A significant portion of our customers first try our cloud backup solutions through free trials. We seek to convert these free trial users to paying customers of our solutions. If our rate of conversion suffers for any reason, our revenue may decline and our business may suffer.

If we are unable to retain our existing customers, our revenue and operating results would be adversely affected.

If our efforts to satisfy our existing customers are not successful, we may not be able to retain them, and as a result, our revenue and ability to grow would be adversely affected. We may not be able to accurately predict future trends in customer renewals. Customers choose not to renew their subscriptions for many reasons, including if customer service issues are not satisfactorily resolved, a desire to reduce discretionary spending, or a perception that they do not use the service sufficiently, that the solution is a poor value, or that competitive services provide a better value or experience. If our customer retention rate decreases, we may need to increase the rate at which we add new customers in order to maintain and grow our revenue, which may require us to incur significantly higher advertising and marketing expenses than we currently anticipate, or our revenue may decline. A significant decrease in our customer retention rate would therefore have an adverse effect on our business, financial condition, and operating results.

Our relationships with our partners and distributors may be terminated or may not continue to be beneficial in generating new customers, which could adversely affect our ability to increase our customer base.

We maintain a network of active partners and distributors, which refer customers to us through links on their websites and outbound promotion to their customers. If we are unable to maintain our contractual relationships with existing partners and distributors, or establish new contractual relationships with potential partners and distributors, we may experience delays and increased costs in adding customers, which could have a material adverse effect on us. The number of customers that we are able to add through these relationships is dependent on the marketing efforts of our partners and distributors, over which we have very little control.

If we are unable to expand our base of small business customers, our business could be adversely affected.

In 2010, we introduced the first version of our backup solution targeted at small businesses. We have committed and continue to commit substantial resources to the expansion and increased marketing of our small business solutions. If we are unable to market and sell our solutions to small businesses with competitive pricing and in a cost-effective manner, our ability to grow our revenue and achieve profitability will be harmed. We believe that it is more difficult and expensive to attract and retain small business customers than individuals, because small businesses:

- are difficult to reach without using more expensive, targeted sales campaigns;
- may have different or much more complex needs than those of individual consumers, such as archiving, version control, enhanced security requirements, and other forms of encryption and authentication, which our solutions may not adequately address; and
- frequently cease operations due to the sale or failure of their business.

In addition, small businesses frequently have limited budgets and are more likely to be significantly affected by economic downturns than larger, more established companies. As a result, they may choose to spend funds on items other than our solutions, particularly during difficult economic times. If we are unsuccessful in meeting the needs of potential small business customers, it could adversely affect our future growth and operating results.

If we are unable to sustain market recognition of and loyalty to our brand, or if our reputation were to be harmed, we could lose customers or fail to increase the number of our customers, which could harm our revenue, operating results, and financial condition.

Given our small business and consumer market focus, maintaining and enhancing the Carbonite brand is critical to our success. We believe that the importance of brand recognition and loyalty will increase in light of increasing competition in our markets. We plan to continue investing substantial resources to promote our brand, both domestically and internationally, but there is no guarantee that our brand development strategies will enhance the recognition of our brand. Some of our existing and potential competitors have well-established brands with greater recognition than we have. If our efforts to promote and maintain our brand are not successful, our operating results and our ability to attract and retain customers may be adversely affected. In addition, even if our brand recognition and loyalty increases, this may not result in increased use of our solutions or higher revenue.

Our solutions, as well as those of our competitors, are regularly reviewed in computer and business publications. Negative reviews, or reviews in which our competitors' products and services are rated more highly than our solutions, could negatively affect our brand and reputation. From time-to-time, our customers express dissatisfaction with our solutions, including, among

other things, dissatisfaction with our customer support, our billing policies, and the way our solutions operate. If we do not handle customer complaints effectively, our brand and reputation may suffer, we may lose our customers' confidence, and they may choose not to renew their subscriptions. In addition, many of our customers participate in online blogs about computers and internet services, including our solutions, and our success depends in part on our ability to generate positive customer feedback through such online channels where consumers seek and share information. If actions that we take or changes that we make to our solutions upset these customers, their blogging could negatively affect our brand and reputation. Complaints or negative publicity about our solutions or billing practices could adversely impact our ability to attract and retain customers and our business, financial condition, and operating results.

The termination of our relationship with any major credit card company would have a severe, negative impact on our ability to collect revenue from customers. Increases in credit card processing fees would increase our operating expenses and adversely affect our operating results.

Substantially all of our customers purchase our solutions online with credit cards, and our business depends upon our ability to offer credit card payment options. The termination of our ability to process payments on any major credit card would significantly impair our ability to operate our business and significantly increase our administrative costs related to customer payment processing. If we fail to maintain our compliance with the data protection and documentation standards adopted by the major credit card issuers and applicable to us, these issuers could terminate their agreements with us, and we could lose our ability to offer our customers a credit card payment option. If these issuers increase their credit card processing fees because we experience excessive chargebacks or refunds or for other reasons, it could adversely affect our business and operating results.

Any significant disruption in service on our websites, in our computer systems, or caused by our third party storage and system providers could damage our reputation and result in a loss of customers, which would harm our business, financial condition, and operating results.

Our brand, reputation, and ability to attract, retain and serve our customers are dependent upon the reliable performance of our websites, network infrastructure and payment systems, and our customers' ability to readily access their stored files. We have experienced interruptions in these systems in the past, including server failures that temporarily slowed down our websites' performance and our customers' ability to access their stored files, or made our websites and infrastructure inaccessible, and we may experience interruptions in the future. Our data center leases expire at various times in 2015, 2016, and 2018 with rights of extension. If we are unable to renew these agreements on commercially reasonable terms, we may be required to transfer that portion of our computing and storage capacity to new data center facilities, and we may incur significant costs and possible service interruption in connection with doing so. In addition, while we operate and maintain the primary elements of our websites and network infrastructure, some elements of this complex system are operated by third parties that we do not control and that would require significant time to replace. We expect this dependence on third parties to increase. In particular, we utilize Amazon Web Services and Google Cloud Storage to provide us with some computing and storage capacity pursuant to agreements that continue until terminated upon written notice by either party. All of these third-party systems are located in data center facilities operated by third parties. Interruptions in our systems, the third-party systems on which we rely, or the use of our data facilities, whether due to system failures, computer viruses, physical or electronic break-ins, damage or interruption from human error, power losses, hardware failures, systems failures, telecommunications failures or other factors, could affect the security or availability of our websites and infrastructure, prevent us from being able to continuously back up our customers' data or our customers from accessing their stored data, and may damage our customers' stored files. Any financial difficulties, such as bankruptcy, faced by our third-party data center operators or any of the service providers with whom we or they contract may have negative effects on our business, the nature and extent of which are difficult to predict. Moreover, if our third-party data center providers are unable to keep up with our growing needs for capacity, this could have an adverse effect on our business. Interruptions in our services might reduce our revenue, cause us to issue credits or refunds to customers, subject us to potential liability, or harm our renewal rates.

In addition, prolonged delays or unforeseen difficulties in connection with adding storage capacity or upgrading our network architecture when required may cause our service quality to suffer. Problems with the reliability or security of our systems could harm our reputation. Damage to our reputation and the cost of remedying these problems could negatively affect our business, financial condition, and operating results.

Our systems provide redundancy at the disk level, but do not keep separate, redundant copies of stored customer files. Instead, we rely on the fact that our customers, in effect, back up our system by maintaining the primary instance of their files. We do not intend to create redundant backup sites for our solutions. As such, a total failure of our systems, or the failure of any of our systems, could result in the loss of or a temporary inability to back up our customers' data and result in our customers being unable to access their stored files. If one of our data centers fails at the same time that our customers' computers fail, we

would be unable to provide stored copies of their data. If this were to occur, our reputation could be compromised and we could be subject to liability to the customers that were affected.

Our success depends on our customers' continued high-speed access to the internet and the continued reliability of the internet infrastructure.

Our business depends on our customers' high-speed access to the internet, as well as the continued maintenance and development of the internet infrastructure. The future delivery of our solutions will depend on third-party internet service providers to expand high-speed internet access, to maintain a reliable network with the necessary speed, data capacity and security, and to develop complementary products and services, including high-speed modems, for providing reliable and timely internet access and services. All of these factors are out of our control. To the extent that the internet continues to experience an increased number of users, frequency of use, or bandwidth requirements, the internet may become congested and be unable to support the demands placed on it, and its performance or reliability may decline. Any internet outages or delays could adversely affect our ability to provide services to our customers.

If the security of our customers' confidential information stored in our systems is breached or their stored files are otherwise subjected to unauthorized access, our reputation and business may be harmed, and we may be exposed to liability.

Our customers rely on our solutions to store digital copies of their files, including financial records, business information, photos, and other personally meaningful content. We also store credit card information and other personal information about our customers. A breach of our network security and systems or other events that cause the loss or public disclosure of, or access by third parties to, our customers' stored files could have serious negative consequences for our business, including possible fines, penalties and damages, reduced demand for our solutions, an unwillingness of customers to provide us with their credit card or payment information, an unwillingness of our customers to use our solutions, harm to our reputation and brand, loss of our ability to accept and process customer credit card orders, and time-consuming and expensive litigation. Third parties may be able to circumvent our security by deploying viruses, worms, and other malicious software programs that are designed to attack or attempt to infiltrate our systems and networks and we may not immediately discover these attacks or attempted infiltrations. Further, outside parties may attempt to fraudulently induce our employees, consultants, or affiliates to disclose sensitive information in order to gain access to our information or our customers' information. The techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, often are not recognized until launched against a target, and may originate from less regulated or remote areas around the world. As a result, we may be unable to proactively address these techniques or to implement adequate preventative or reactionary measures. In addition, employee or consultant error, malfeasance, or other errors in the storage, use, or transmission of personal information could result in a breach of customer or employee privacy. We maintain insurance coverage to mitigate the potential financial impact of these risks; however, our insurance may not cover all such events or may be insufficient to compensate us for the potentially significant losses, including the potential damage to the future growth of our business, that may result from the breach of customer or employee privacy.

Many states have enacted laws requiring companies to notify individuals of data security breaches involving their personal data. These mandatory disclosures regarding a security breach often lead to widespread negative publicity, which may cause our customers to lose confidence in the effectiveness of our data security measures. Any security breach, whether successful or not, would harm our reputation and could cause the loss of customers. Similarly, if a well-publicized breach of data security at any other cloud backup service provider or other major consumer website were to occur, there could be a general public loss of confidence in the use of the internet for cloud backup services or commercial transactions generally. Any of these events could have material adverse effects on our business, financial condition, and operating results.

Our products are complex and operate in a wide variety of environments, systems, applications and configurations, which could result in errors or product failures.

Because we offer very complex products, undetected errors, failures, or bugs may occur, especially when products are first introduced or when new versions are released. Our products are often installed and used in large-scale computing environments with different operating systems, system management software, and equipment and networking configurations, which may cause errors or failures in our products or may expose undetected errors, failures, or bugs in our products. Our customers' computing environments are often characterized by a wide variety of standard and non-standard configurations that make pre-release testing for programming or compatibility errors very difficult and time-consuming. In addition, despite testing by us and others, errors, failures, or bugs may not be found in new products or releases until after commencement of commercial shipments. In the past, we have discovered software errors, failures, and bugs in certain of our product offerings after their introduction and, in some cases, have experienced delayed or lost revenues as a result of these errors.

Errors, failures, or bugs in products released by us could result in negative publicity, damage to our brand, product returns, loss of or delay in market acceptance of our products, loss of competitive position, or claims by customers or others. Many of our end-user customers use our products in applications that are critical to their businesses and may have a greater sensitivity to defects in our products than to defects in other, less critical, software products. In addition, if an actual or perceived breach of information integrity or availability occurs in one of our end-user customer's systems, regardless of whether the breach is attributable to our products, the market perception of the effectiveness of our products could be harmed. Alleviating any of these problems could require significant expenditures of our capital and other resources and could cause interruptions, delays, or cessation of our product licensing, which could cause us to lose existing or potential customers and could adversely affect our operating results.

We process, store and use personal information and other data, which subjects us to governmental regulation and other legal obligations related to privacy, and our actual or perceived failure to comply with such obligations could harm our business.

We receive, store, and process personal information and other customer data. There are numerous federal, state, local, and foreign laws regarding privacy and the storing, sharing, use, processing, disclosure and protection of personal information and other customer data, the scope of which are changing, subject to differing interpretations, and may be inconsistent among countries or conflict with other rules. We generally seek to comply with industry standards and are subject to the terms of our privacy policies and privacy-related obligations to third parties. We strive to comply with all applicable laws, policies, legal obligations, and industry codes of conduct relating to privacy and data protection to the extent possible. However, it is possible that these obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices. Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to customers or other third parties, our privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other customer data, may result in governmental enforcement actions, litigation, or public statements against us by consumer advocacy groups or others and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business. Our customers may also accidentally disclose their passwords or store them on a mobile device that is lost or stolen, creating the perception that our systems are not secure against third-party access. Additionally, if third parties that we work with, such as vendors or developers, violate applicable laws or our policies, such violations may also put our customers' information at risk and could in turn have an adverse effect on our business. Any significant change to applicable laws, regulations, or industry practices regarding the use or disclosure of our customers' data, or regarding the manner in which the express or implied consent of customers for the use and disclosure of such data is obtained, could require us to modify our solutions and features, possibly in a material manner, and may limit our ability to develop new services and features that make use of the data that our customers voluntarily share with us.

Our solutions are used by customers in the health care industry and we must comply with numerous federal and state laws related to patient privacy in connection with providing our solutions to these customers.

Our solutions are used by customers in the health care industry and we must comply with numerous federal and state laws related to patient privacy in connection with providing our solutions to these customers. In particular, the Health Insurance Portability and Accountability Act of 1996, or HIPAA, and the Health Information Technology for Economic and Clinical Health Act, or HITECH, include privacy standards that protect individual privacy by limiting the uses and disclosures of individually identifiable health information and implementing data security standards. Because our solutions may backup individually identifiable health information for our customers, our customers are mandated by HIPAA to enter into written agreements with us-known as business associate agreements-that require us to safeguard individually identifiable health information. Business associate agreements typically include:

- a description of our permitted uses of individually identifiable health information;
- a covenant not to disclose that information except as permitted under the agreement and to make our subcontractors, if any, subject to the same restrictions;
- assurances that appropriate administrative, physical, and technical safeguards are in place to prevent misuse of that information;
- an obligation to report to our customers any use or disclosure of that information other than as provided for in the agreement;

- a prohibition against our use or disclosure of that information if a similar use or disclosure by our customers would violate the HIPAA standards;
- the ability of our customers to terminate their subscription to our solution if we breach a material term of the business associate agreement and are unable to cure the breach;
- the requirement to return or destroy all individually identifiable health information at the end of the customer's subscription; and
- access by the Department of Health and Human Services to our internal practices, books, and records to validate that we are safeguarding individually identifiable health information.

We may not be able to adequately address the business risks created by HIPAA or HITECH implementation or comply with our obligations under our business associate agreements. Furthermore, we are unable to predict what changes to HIPAA, HITECH or other laws or regulations might be made in the future or how those changes could affect our business or the costs of compliance. Failure by us to comply with any of the federal and state standards regarding patient privacy may subject us to penalties, including civil monetary penalties and, in some circumstances, criminal penalties, which could have an adverse effect on our business, financial condition, and operating results.

Our operating results have fluctuated in the past and may continue to do so in the future. As a result, we may fail to meet or exceed the expectations of securities analysts or investors, which could cause our stock price to decline.

Our quarterly and annual operating results may fluctuate as a result of a variety of factors, many of which are outside of our control. If our quarterly or annual operating results or guidance fall below the expectations of securities analysts or investors, the price of our common stock could decline substantially. The following factors, among others, could cause fluctuations in our quarterly or annual operating results or guidance:

- our ability to attract new customers and retain existing customers;
- our ability to accurately forecast revenue and appropriately plan our expenses;
- our ability to introduce new solutions;
- the actions of our competitors, including pricing changes or the introduction of new products;
- our ability to effectively manage our growth;
- the mix of annual and multi-year subscriptions at any given time;
- seasonal variations or other cyclicity in the demand for our solutions, including the purchasing and budgeting cycles of our small business customers;
- the timing and cost of advertising and marketing efforts;
- the timing and cost of developing or acquiring technologies, services, or businesses;
- the timing, operating cost, and capital expenditures related to the operation, maintenance, and expansion of our business;
- service outages or security breaches and any related impact on our reputation;
- our ability to successfully manage any future acquisitions of businesses, solutions, or technologies;
- the impact of worldwide economic, industry, and market conditions and those conditions specific to internet usage and online businesses;
- costs associated with defending intellectual property infringement and other claims; and
- changes in government regulation affecting our business.

We believe that our quarterly and annual revenue and operating results may vary significantly in the future and that period-to-period comparisons of our operating results may not be meaningful. You should not rely on the results of one period as an indication of future performance.

Seasonal variations in our business may also cause fluctuations in our financial results. For example, we generally spend more on advertising during the first and third quarters of each year to capitalize on lower advertising rates in these periods and increased sales of devices that create or store data during post-holiday and back to school periods and our bookings tend to be higher in these periods. While we believe that these seasonal trends have affected and will continue to affect our quarterly and annual results, our trajectory of rapid growth may have overshadowed these effects to date. We believe that our business may become more seasonal in the future as our growth rate slows, and that such seasonal variations in advertising expenditures and customer purchasing patterns may result in fluctuations in our financial results.

Growth may place significant demands on our management and our infrastructure.

We have experienced substantial growth in our business. This growth has placed and may continue to place significant demands on our management and our operational and financial infrastructure. As our operations grow in size, scope, and complexity, we will need to improve and upgrade our systems and infrastructure to attract, service, and retain an increasing number of customers. The expansion of our systems and infrastructure will require us to commit substantial financial, operational, and technical resources in advance of an increase in the volume of business, with no assurance that the volume of business will increase. Any such additional capital investments will increase our cost base. Continued growth could also strain our ability to maintain reliable service levels for our customers, develop and improve our operational, financial, and management controls, enhance our reporting systems and procedures, and recruit, train, and retain highly skilled personnel. If we fail to achieve the necessary level of efficiency in our organization as we grow, our business, financial condition, and operating results could be harmed.

We may expand by continuing to acquire or invest in other companies, which may divert our management's attention, result in additional dilution to our stockholders, and consume resources that are necessary to sustain our business.

We may in the future continue to acquire complementary products, services, technologies, or businesses. We may also enter into relationships with other businesses to expand our portfolio of solutions or our ability to provide our solutions in foreign jurisdictions, which could involve preferred or exclusive licenses, additional channels of distribution, discount pricing, or investments in other companies. We do not have substantial experience with integrating and managing acquired businesses or assets. Negotiating these transactions can be time-consuming, difficult and expensive, and our ability to complete these transactions may often be subject to conditions or approvals that are beyond our control. Consequently, these transactions, even if undertaken and announced, may not close.

Acquisitions may also disrupt our business, divert our resources, and require significant management attention that would otherwise be available for the development of our business. Moreover, the anticipated benefits of any acquisition, investment, or business relationship may not be realized or we may be exposed to unknown liabilities, including litigation against the companies that we may acquire. In connection with any such transaction, we may:

- issue additional equity securities that would dilute our stockholders;
- use cash that we may need in the future to operate our business;
- incur debt on terms unfavorable to us, that we are unable to repay, or that may place burdensome restrictions on our operations;
- incur large charges or substantial liabilities; or
- become subject to adverse tax consequences or substantial depreciation, deferred compensation, or other acquisition-related accounting charges.

Any of these risks could harm our business and operating results.

Integration of an acquired company's operations may present challenges.

The integration of an acquired company requires, among other things, coordination of administrative, sales and marketing, accounting and finance functions, and expansion of information and management systems. Integration may prove to be difficult

due to the necessity of coordinating geographically separate organizations and integrating personnel with disparate business backgrounds and accustomed to different corporate cultures. We may not be able to retain key employees of an acquired company. Additionally, the process of integrating a new product or service may require a disproportionate amount of time and attention of our management and financial and other resources. Any difficulties or problems encountered in the integration of a new product or service could have a material adverse effect on our business.

The integration of an acquired company may cost more than we anticipate, and it is possible that we will incur significant additional unforeseen costs in connection with such integration, which may negatively impact our earnings.

In addition, we may only be able to conduct limited due diligence on an acquired company's operations. Following an acquisition, we may be subject to unforeseen liabilities arising from an acquired company's past or present operations and these liabilities may be greater than the warranty and indemnity limitations that we negotiate. Any unforeseen liability that is greater than these warranty and indemnity limitations could have a negative impact on our financial condition.

Even if successfully integrated, there can be no assurance that our operating performance after an acquisition will be successful or will fulfill management's objectives.

The loss of one or more of our key personnel, or our failure to attract, integrate, and retain other highly qualified personnel, could harm our business.

We depend on the continued service and performance of our key personnel. We do not have long-term employment agreements with any of our officers or key employees. In addition, many of our key technologies and systems are custom-made for our business by our personnel. The loss of key personnel, including key members of our management team, as well as certain of our key marketing, sales, product development, or technology personnel, could disrupt our operations and have an adverse effect on our ability to grow our business. In addition, several of our key personnel have only recently been employed by us, and we are still in the process of integrating these personnel into our operations. Our failure to successfully integrate these key employees into our business could adversely affect our business. In particular, David Friend, our founder, chairman, and former President and Chief Executive Officer, announced in February 2014 that he would resign as an executive of the Company, and on December 4, 2014, we announced that our board of directors appointed Mohammad Ali as our new President and Chief Executive Officer. To the extent that Mr. Ali is not successfully integrated, our business could be negatively impacted. While our board of directors remains committed to our strategic direction, management transitions can be disruptive and result in loss of institutional focus and employee morale, making execution of business strategies more difficult.

To execute our growth plan, we must attract and retain highly qualified personnel. Competition for these employees is intense, and we may not be successful in attracting and retaining qualified personnel. We have from time to time in the past experienced, and we expect to continue to experience, difficulty in hiring and retaining highly skilled employees with appropriate qualifications. New hires require significant training and, in most cases, take significant time before they achieve full productivity. Our recent hires and planned hires may not become as productive as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals. Many of the companies with which we compete for experienced personnel have greater resources than we have. In addition, in making employment decisions, particularly in the internet and high-technology industries, job candidates often consider the value of the stock options that they are to receive in connection with their employment. In addition, employees may be more likely to leave us if the shares they own or the shares underlying their vested options have significantly appreciated in value relative to the original purchase prices of the shares or the exercise prices of the options, or if the exercise prices of the options that they hold are significantly above the market price of our common stock. If we fail to attract new personnel, or fail to retain and motivate our current personnel, our business and growth prospects could be severely harmed.

Our corporate culture has contributed to our success, and if we cannot maintain this culture as we grow, we could lose the innovation, creativity, and teamwork fostered by our culture, and our business may be harmed.

We believe that our corporate culture has been a key contributor to our success. If we do not continue to develop our corporate culture as we grow and evolve, including maintaining our culture of transparency with our employees, it could harm our ability to foster the innovation, creativity, and teamwork that we believe that we need to support our growth. As our organization grows and we are required to implement more complex organizational structures, we may find it increasingly difficult to maintain the beneficial aspects of our corporate culture, which could negatively impact our future success. In addition, the availability of a public market for our securities could create disparities of wealth among our employees, which could adversely impact relations among employees and our corporate culture in general.

Unanticipated changes in effective tax rates or adverse outcomes resulting from examination of our income or other tax returns could adversely affect our operating results and financial condition.

We are subject to income taxes in the United States and various foreign jurisdictions, and our domestic and international tax liabilities will be subject to the allocation of expenses in differing jurisdictions. Our future effective tax rates could be subject to volatility or adversely affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expected timing and amount of the release of tax valuation allowances;
- expiration of, or detrimental changes in, research and development tax credit laws;
- tax effects of stock-based compensation;
- costs related to intercompany restructurings;
- changes in tax laws, regulations, accounting principles or interpretations thereof; or
- future earnings being lower than anticipated in countries where we have lower statutory tax rates and higher than anticipated earnings in countries where we have higher statutory tax rates.

In addition, we may be subject to audits of our income and sales taxes by the Internal Revenue Service and other foreign and state tax authorities. Outcomes from these audits could have an adverse effect on our operating results and financial condition.

Our ability to use net operating losses to offset future taxable income may be subject to certain limitations.

As of December 31, 2014, we had federal, state, and foreign net operating loss carryforwards, or NOLs, of \$100.2 million, \$57.8 million, and \$11.5 million, respectively, available to offset future taxable income, which expire in various years through 2034 if not utilized. A lack of future taxable income would adversely affect our ability to utilize these NOLs before they expire. Under the provisions of the Internal Revenue Code of 1986, as amended, or the Internal Revenue Code, substantial changes in our ownership may limit the amount of pre-change NOLs that can be utilized annually in the future to offset taxable income. Section 382 of the Internal Revenue Code, or Section 382, imposes limitations on a company's ability to use NOLs if a company experiences a more-than-50-percent ownership change over a three-year testing period. Based upon our analysis as of December 31, 2014, there was no ownership change experienced during 2014. If changes in our ownership occur in the future, our ability to use NOLs may be further limited. For these reasons, we may not be able to utilize a material portion of the NOLs, even if we achieve profitability. If we are limited in our ability to use our NOLs in future years in which we have taxable income, we will pay more taxes than if we were able to fully utilize our NOLs. This could adversely affect our operating results and the market price of our common stock.

We face many risks associated with our plans to expand internationally, which could harm our business, financial condition, and operating results.

We anticipate that our efforts to expand internationally will entail the marketing and advertising of our services and brand and the development of localized websites. We do not have substantial experience in selling our solutions in international markets or in conforming to the local cultures, standards, or policies necessary to successfully compete in those markets, and we must invest significant resources in order to do so. We may not succeed in these efforts or achieve our customer acquisition or other goals. For some international markets, customer preferences and buying behaviors may be different, and we may use business or pricing models that are different from our traditional subscription model to provide cloud backup and related services to customers. Our revenue from new foreign markets may not exceed the costs of establishing, marketing, and maintaining our international solutions, and therefore may not be profitable on a sustained basis, if at all.

In addition, conducting international operations subjects us to new risks that we have not generally faced in the U.S. These risks include:

- localization of our solutions, including translation into foreign languages and adaptation for local practices and regulatory requirements;

- lack of experience in other geographic markets;
- strong local competitors;
- cost and burden of complying with, lack of familiarity with, and unexpected changes in foreign legal and regulatory requirements, including consumer and data privacy laws;
- difficulties in managing and staffing international operations;
- fluctuations in currency exchange rates or restrictions on foreign currency;
- potentially adverse tax consequences, including the complexities of transfer pricing, foreign value added or other tax systems, double taxation and restrictions, and/or taxes on the repatriation of earnings;
- dependence on third parties, including channel partners with whom we do not have extensive experience;
- compliance with the Foreign Corrupt Practices Act, economic sanction laws and regulations, export controls, and other U.S. laws and regulations regarding international business operations;
- increased financial accounting and reporting burdens and complexities;
- political, social, and economic instability abroad, terrorist attacks, and security concerns in general; and
- reduced or varied protection for intellectual property rights in some countries.

Operating in international markets also requires significant management attention and financial resources. The investment and additional resources required to establish operations and manage growth in other countries may not produce desired levels of revenue or profitability.

Our software contains encryption technologies, certain types of which are subject to U.S. and foreign export control regulations and, in some foreign countries, restrictions on importation and/or use. Any failure on our part to comply with encryption or other applicable export control requirements could result in financial penalties or other sanctions under the U.S. export regulations, including restrictions on future export activities, which could harm our business and operating results. Regulatory restrictions could impair our access to technologies that we seek for improving our solutions and may also limit or reduce the demand for our solutions outside of the U.S.

Risks Related to Intellectual Property

Assertions by a third party that our solutions infringe its intellectual property, whether or not correct, could subject us to costly and time-consuming litigation or expensive licenses.

There is frequent litigation in the software and technology industries based on allegations of infringement or other violations of intellectual property rights. Any such claims or litigation may be time-consuming and costly, divert management resources, require us to change our services, require us to credit or refund subscription fees, or have other adverse effects on our business. Many companies are devoting significant resources to obtaining patents that could affect many aspects of our business. Third parties may claim that our technologies or solutions infringe or otherwise violate their patents or other intellectual property rights. As we face increasing competition and become increasingly visible as a publicly-traded company, or if we become more successful, the possibility of new third-party claims may increase.

If we are forced to defend ourselves against intellectual property infringement claims, whether they have merit or are determined in our favor, we may face costly litigation, diversion of technical and management personnel, limitations on our ability to use our current websites and technologies, and an inability to market or provide our solutions. As a result of any such claim, we may have to develop or acquire non-infringing technologies, pay damages, enter into royalty or licensing agreements, cease providing certain services, adjust our marketing and advertising activities, or take other actions to resolve the claims. These actions, if required, may be costly or unavailable on terms acceptable to us, or at all.

Furthermore, we have licensed proprietary technologies from third parties that we use in our technologies and business, and we cannot be certain that the owners' rights in their technologies will not be challenged, invalidated, or circumvented. In

addition to the general risks described above associated with intellectual property and other proprietary rights, we are subject to the additional risk that the seller of such technologies may not have appropriately created, maintained, or enforced their rights in such technology.

Our success depends in large part on our ability to protect and enforce our intellectual property rights. If we are not able to adequately protect our intellectual property and proprietary technologies to prevent use or appropriation by our competitors, the value of our brand and other intangible assets may be diminished, and our business may be adversely affected.

Our future success and competitive position depend in large part on our ability to protect our intellectual property and proprietary technologies. We rely on a combination of trademark, patent, copyright, and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights, all of which provide only limited protection and may not now or in the future provide us with a competitive advantage. CARBONITE is a registered trademark in the U.S. and in over 30 other countries, including countries in the European Union. Carbonite also has additional registrations and pending applications for additional marks in the U.S. and other countries, including but not limited to “Carbonite The Better Backup Plan”, “Back it up. Get it back”, “Because Your Life is On Your Computer”, “Carbonite” and the Green Dot Logo, Carbonite Lock Logo, Phanfare, Zmanda and the Z logo and Chinese character representations for Carbonite. We cannot assure you that any future trademark registrations will be issued for pending or future applications or that any registered trademarks will be enforceable or provide adequate protection of our proprietary rights. We currently have eight issued patents and 18 pending patent applications in the U.S. and internationally. We cannot assure you that any patents will issue from any such patent applications, that patents that issue from such applications will give us the protection that we seek, or that any such patents will not be challenged, invalidated, or circumvented. Any patents that may issue in the future from our pending or future patent applications may not provide sufficiently broad protection and may not be enforceable in actions against alleged infringers. To counter infringement or unauthorized use, we may be required to file patent infringement claims, which can be expensive and time-consuming to litigate. In addition, in an infringement proceeding, a court may decide that a patent of ours is not valid or is unenforceable, or may refuse to stop others from using the technology at issue on the grounds that our patent(s) do not cover such technology. An adverse determination of any litigation or defense proceedings could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not being issued.

There can be no assurance that the steps that we take will be adequate to protect our technologies and intellectual property, that our trademark and patent applications will lead to registered trademarks or issued patents, that others will not develop or patent similar or superior technologies, products, or services, or that our trademarks, patents, and other intellectual property will not be challenged, invalidated, or circumvented by others. Furthermore, effective trademark, patent, copyright, and trade secret protection may not be available in every country in which our services are available or where we have employees or independent contractors. In addition, the legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights in internet-related industries are uncertain and still evolving. If our efforts to protect our technologies and intellectual property are inadequate, the value of our brand and other intangible assets may be diminished and competitors may be able to mimic our solutions and methods of operations. Any of these events could have a material adverse effect on our business, financial condition, and operating results.

Confidentiality agreements with employees and others may not adequately prevent disclosure of our trade secrets and proprietary information. Failure to protect our proprietary information could make it easier for third parties to compete with our solutions and harm our business.

We have devoted substantial resources to the development of our proprietary technologies and related processes. In order to protect our proprietary technologies and processes, we rely in part on trade secret laws and confidentiality agreements with our employees, licensees, independent contractors, and other advisors. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights, or develop similar technologies and processes. Further, laws in certain jurisdictions may afford little or no trade secret protection, and any changes in, or unexpected interpretations of, the intellectual property laws in any country in which we operate may compromise our ability to enforce our intellectual property rights. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure or inability to obtain or maintain trade secret protection or otherwise protect our proprietary rights could adversely affect our business.

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

A portion of the technologies licensed by us to our customers incorporates so-called “open source” software, and we may incorporate open source software in the future. Such open source software is generally licensed by its authors or other third parties under open source licenses. These licenses may subject us to certain unfavorable conditions, including requirements that we offer our solutions that incorporate the open source software for no cost, that we make publicly available source code for modifications or derivative works we create based upon, incorporating, or using the open source software, and/or that we license such modifications or derivative works under the terms of the particular open source license. Additionally, if a third-party software provider has incorporated open source software into software that we license from such provider, we could be required to disclose any of our source code that incorporates or is a modification of such licensed software. If an author or other third party that distributes open source software that we use or license were to allege that we had not complied with the conditions of the applicable license, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our solutions that contained the open source software, and required to comply with the foregoing conditions. Any of the foregoing could disrupt the distribution and sale of our solutions and harm our business.

We rely on third-party software, including server software and licenses from third parties to use patented intellectual property, that is required to develop and provide our solutions.

We rely on software licensed from third parties to develop and offer our solutions, including server software from Microsoft and other patented third-party technologies. In addition, we may need to obtain future licenses from third parties to use intellectual property associated with the development of our solutions, which might not be available to us on acceptable terms, or at all. Any loss of the right to use any software required for the development and maintenance of our solutions could result in delays in the provision of our solutions until equivalent technology is either developed by us, or, if available from others, is identified, obtained, and integrated, which delay could harm our business. Any errors or defects in third-party software could result in errors or a failure of our solutions, which could harm our business.

If we are unable to protect our domain names, our reputation, brand, customer base, and revenue, as well as our business and operating results, could be adversely affected.

We have registered domain names for websites, or URLs, that we use in our business, such as www.carbonite.com. If we are unable to maintain our rights in these domain names, our competitors or other third parties could capitalize on our brand recognition by using these domain names for their own benefit. In addition, although we own the Carbonite domain name under various global top level domains such as .com and .net, as well as under various country-specific domains, we might not be able to, or may choose not to, acquire or maintain other country-specific versions of the Carbonite domain name or other potentially similar URLs. Domain names similar to ours have already been registered in the U.S. and elsewhere, and our competitors or other third parties could capitalize on our brand recognition by using domain names similar to ours. The regulation of domain names in the U.S. and elsewhere is generally conducted by internet regulatory bodies and is subject to change. If we lose the ability to use a domain name in a particular country, we may be forced to either incur significant additional expenses to market our solutions within that country, including the development of a new brand and the creation of new promotional materials, or elect not to sell our solutions in that country. Either result could substantially harm our business and operating results. Regulatory bodies could establish additional top-level domains, appoint additional domain name registrars, or modify the requirements for holding domain names. As a result, we may not be able to acquire or maintain the domain names that utilize the name Carbonite in all of the countries in which we currently conduct or intend to conduct business. Further, the relationship between regulations governing domain names and laws protecting trademarks and similar proprietary rights varies among jurisdictions and is unclear in some jurisdictions. We may be unable to prevent third parties from acquiring and using domain names that infringe, are similar to, or otherwise decrease the value of, our brand or our trademarks. Protecting and enforcing our rights in our domain names and determining the rights of others may require litigation, which could result in substantial costs, divert management attention, and not be decided favorably to us.

Material defects or errors in our software could harm our reputation, result in significant costs to us, and impair our ability to sell our solutions.

The software applications underlying our solutions are inherently complex and may contain material defects or errors, particularly when first introduced or when new versions or enhancements are released. We have from time to time found defects or errors in our solutions, and new defects or errors in our existing solutions may be detected in the future by us or our customers. The costs incurred in correcting such defects or errors may be substantial and could harm our operating results. In addition, we rely on hardware purchased or leased and software licensed from third parties to offer our solutions. Any defects

in, or unavailability of, our or third-party software or hardware that cause interruptions to the availability of our solutions could, among other things:

- cause a reduction in revenue or delay in market acceptance of our solutions;
- require us to issue credits or refunds to our customers or expose us to claims for damages;
- cause us to lose existing customers and make it more difficult to attract new customers;
- divert our development resources or require us to make extensive changes to our solutions or software, which would increase our expenses;
- increase our technical support costs; and
- harm our reputation and brand.

Risks Related to Ownership of our Common Stock

We may be subject to a proxy contest that would be disruptive to our business, may require us to incur significant additional costs and threatens to adversely affect the company's operations and results.

We have received notices of director nominations from Engine Capital, L.P. and j2. If Engine Capital and j2 do not withdraw their nominations, a proxy contest is likely to occur. A proxy contest could adversely affect our operations and results because:

- it would be disruptive, costly and time-consuming, and divert the attention of our Board of Directors, management and employees;
- the perceived uncertainties regarding the future of the Company related to a proxy contest, including, but not limited to, uncertainties related to our new CEO and Board of Directors, may result in the loss of potential business opportunities and may make it more difficult to attract and retain qualified personnel, customers or other business partners;
- if individuals are elected to our Board of Directors with a specific agenda, it may adversely affect our ability to effectively implement our business strategy and create additional value for our stockholders;
- the expenses for legal and advisory fees and the administrative and associated costs incurred in connection with a potential proxy contest may be substantial; and
- we may choose to initiate, or may become subject to, litigation as a result of the potential proxy contest or matters resulting from the potential proxy contest, which could serve as a further distraction to our Board of Directors, management and employees and could require us to incur significant additional costs, and, moreover, if determined adversely to us, these lawsuits could harm our business and have a material adverse effect on our results of operations.

We believe the future trading price of our common stock could be subject to wide price fluctuations or otherwise adversely affected based on the events, risks and uncertainties described above.

Our stock price may be volatile due to fluctuations in our operating results and other factors, each of which could cause our stock price to decline.

Shares of our common stock were sold in our initial public offering in August 2011 at a price of \$10.00 per share, and our common stock has subsequently traded as high as \$21.10 and as low as \$5.75. An active, liquid, and orderly market for our common stock may not be developed or sustained, which could depress the trading price of our common stock. The market price for shares of our common stock could be subject to significant fluctuations in response to various factors, some of which are beyond our control. Some of the factors that may cause the market price for shares of our common stock to fluctuate include:

- fluctuations in our quarterly financial results or the quarterly financial results of companies perceived to be similar to us;
- actual or anticipated fluctuations in our key operating metrics, financial condition, and operating results;
- loss of existing customers or inability to attract new customers;
- actual or anticipated changes in our growth rate;
- announcements of technological innovations or new offerings by us or our competitors;
- our announcement of actual results for a fiscal period that are lower than projected or expected or our announcement of revenue or earnings guidance that is lower than expected;
- changes in estimates of our financial results or recommendations by securities analysts;
- failure of any of our solutions to achieve or maintain market acceptance;
- changes in market valuations of similar companies;
- success of competitive products or services;
- changes in our capital structure, such as future issuances of securities or the incurrence of debt;
- announcements by us or our competitors of significant products or services, contracts, acquisitions, or strategic alliances;
- regulatory developments in the U.S. or foreign countries;
- actual or threatened litigation involving us or our industry;
- additions or departures of key personnel;
- general perception of the future of the cloud backup market or our solutions;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- sales of our shares of common stock by our existing stockholders; and
- changes in general economic, industry, and market conditions.

In addition, the stock market in general, and the market for internet-related companies in particular, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of those companies. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources, and harm our business, financial condition, and operating results. In addition, recent fluctuations in the financial and capital markets have resulted in volatility in securities prices.

If we fail to maintain proper and effective internal controls, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, our ability to operate our business, and our investors views of us.

Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be evaluated frequently. As part of our process of documenting and testing our internal control over financial reporting, we may identify areas for further attention and improvement. Implementing any appropriate changes to our internal controls may distract our officers and employees, entail substantial costs to modify our existing processes, and take significant time to complete. These changes may not, however, be effective in maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and harm our

business. In addition, investors perceptions that our internal controls are inadequate or that we are unable to produce accurate financial statements on a timely basis may harm our stock price and make it more difficult for us to effectively market and sell our solutions to new and existing customers.

Our failure to raise additional capital or generate the cash flows necessary to expand our operations and invest in our business could reduce our ability to compete successfully.

Although we currently anticipate that our available funds will be sufficient to meet our cash needs for at least the next 12 months, we may require additional financing in the future. Our ability to obtain financing will depend, among other things, on our development efforts, business plans, operating performance and condition of the capital markets at the time we seek financing. If we need to raise additional funds, we may not be able to obtain debt or equity financing on favorable terms, if at all. If we raise additional equity financing, our stockholders may experience significant dilution of their ownership interests, and the per share value of our common stock could decline. If we engage in debt financing, we may be required to accept terms that restrict our ability to incur additional indebtedness and force us to maintain specified liquidity or other ratios. If we need additional capital and cannot raise it on acceptable terms, we may not be able to, among other things:

- develop or enhance our solutions;
- continue to expand our development, sales, and marketing organizations;
- acquire complementary technologies, products, or businesses;
- expand our operations in the U.S. or internationally;
- hire, train, and retain employees;
- respond to competitive pressures or unanticipated working capital requirements; or
- continue our operations.

Future sales of shares of our common stock by existing stockholders could depress the market price of our common stock.

If our existing stockholders sell, or indicate an intent to sell, a substantial number of shares of our common stock in the public market, the trading price of our common stock could decline significantly. Two of our largest shareholders are venture capital funds, which are typically structured to have a finite life. As these venture capital funds approach or pass the respective terms of their funds, their decision to sell or hold our common stock may be based not only on the underlying investment merits of our securities but also on the requirements of their internal fund structure. Additionally, our directors, executive officers, and holders of more than 5% of our common stock, and their respective affiliates beneficially own approximately 19.0 million shares of our common stock, which represents 67.2% of our issued and outstanding shares of common stock as of December 31, 2014. If these shares are sold, or if it is perceived that they will be sold in the public market, the trading price of our common stock could decline substantially.

Our directors, executive officers, and principal stockholders have substantial control over us and could delay or prevent a change in corporate control.

Our directors, executive officers, and holders of more than 5% of our common stock, together with their affiliates, beneficially hold a majority of our outstanding shares of common stock and have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation, or sale of all or substantially all of our assets. In addition, these stockholders, acting together, have the ability to control or influence the management and affairs of our company. This concentration of ownership could limit your ability to influence corporate matters and may have the effect of delaying or preventing a change in control of our company.

We do not currently intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We have never declared or paid any cash dividends on our common stock and do not intend to do so for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth and continuing operations. Therefore, you are not likely to receive any dividends on your shares of common stock for the foreseeable future and the success of an

investment in shares of our common stock will depend upon any future appreciation in their value. Our common stock may not appreciate in value or even maintain the price at which our stockholders have purchased their shares.

Anti-takeover provisions contained in our certificate of incorporation, bylaws, Rights Agreement as well as provisions of Delaware law, could impair a takeover attempt.

Our certificate of incorporation and bylaws contain provisions that could have the effect of delaying or preventing changes in control or changes in our management without the consent of our board of directors. These provisions include:

- a classified board of directors with three-year staggered terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of the board of directors or the resignation, death, or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- the ability of our board of directors to determine to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by the chairman of the board of directors, the chief executive officer, or the board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action;
- limiting the liability of, and providing indemnification to, our directors and officers;
- controlling the procedures for the conduct and scheduling of stockholder meetings;
- providing the board of directors with the express power to postpone previously scheduled annual meetings of stockholders and to cancel previously scheduled special meetings of stockholders;
- providing that directors may be removed prior to the expiration of their terms by stockholders only for cause; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

We have also adopted a Rights Agreement, pursuant to which "rights" are issued to all Company common stockholders that, if activated upon an attempted unfriendly acquisition, would deter, and thereby minimize the risk of, any potential hostile takeover. These provisions, alone or together, could delay hostile takeovers and changes in control of our company or changes in our management.

As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the Delaware General Corporation Law, which prevents some stockholders holding more than 15% of our outstanding common stock from engaging in certain business combinations without approval of the holders of substantially all of our outstanding common stock. Any provision of our certificate of incorporation or bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our principal executive offices are located in Boston, Massachusetts, in a 52,588, square-foot facility, under a lease expiring on December 31, 2024. We also have our former corporate headquarters, which is a 39,775 square-foot facility in Boston, Massachusetts, under a lease and sublease expiring on December 31, 2016, and a 22,592 square-foot customer support facility in Lewiston, Maine under a lease expiring on June 1, 2016. We also maintain small offices in Sunnyvale, California, Munich, Germany and Viersen, Germany.

Our data centers are located in Massachusetts and Arizona. Our data center leases expire between September 2015 and April 2018. Our Somerville, Massachusetts data center arrangement ended on January 31, 2015.

ITEM 3. LEGAL PROCEEDINGS

In August 2010, Oasis Research, LLC, or Oasis Research, filed a lawsuit against us and several of our competitors and other online technology companies in the U.S. District Court for the Eastern District of Texas, alleging that our cloud backup storage services, and the other companies' products or services, infringe certain of Oasis Research's patents. Oasis Research sought an award for damages in an unspecified amount. A trial was held in March 2013 and a jury verdict was returned against Oasis Research that found all of the asserted patents invalid. On January 8, 2015, the magistrate judge granted Oasis Research's Motion for Judgment as a Matter of Law under Rule 50(b) and Alternative Request for a New Trial under Rule 59(a). The Company is currently reviewing the order. We are not able to assess with certainty the outcome of this lawsuit or the amount or range of potential damages or future payments associated with this lawsuit at this time.

While we intend to defend ourselves and prosecute our counterclaims vigorously, any litigation is subject to inherent uncertainties, and there can be no assurance that the expenses associated with defending these lawsuits or their resolution will not have a material adverse impact on our business, operations, financial condition, or cash flows. In addition to this lawsuit, from time to time, we have been and may become involved in legal proceedings arising in the ordinary course of our business. Although the results of litigation and claims cannot be predicted with certainty, we are not presently involved in any other legal proceeding in which the outcome, if determined adversely to us, would be expected to have a material adverse effect on our business, operating results, or financial condition. Regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

PART II

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

Our common stock is traded on The NASDAQ Global Market under the symbol “CARB.” The following table shows the high and low sale prices per share of our common stock as reported on The NASDAQ Global Market for the periods indicated:

	2014		2013	
	High	Low	High	Low
First Quarter	\$ 13.80	\$ 9.07	\$ 11.03	\$ 9.12
Second Quarter	\$ 12.00	\$ 8.26	\$ 13.50	\$ 9.54
Third Quarter	\$ 12.66	\$ 9.17	\$ 16.50	\$ 12.15
Fourth Quarter	\$ 14.89	\$ 9.55	\$ 16.02	\$ 10.11

On February 27, 2015, the closing price as reported on The NASDAQ Global Market, of our common stock was \$15.07 per share. As of February 27, 2015, we had approximately 42 holders of record of our common stock. This does not include the number of persons whose stock is held in nominee or “street” name accounts through brokers.

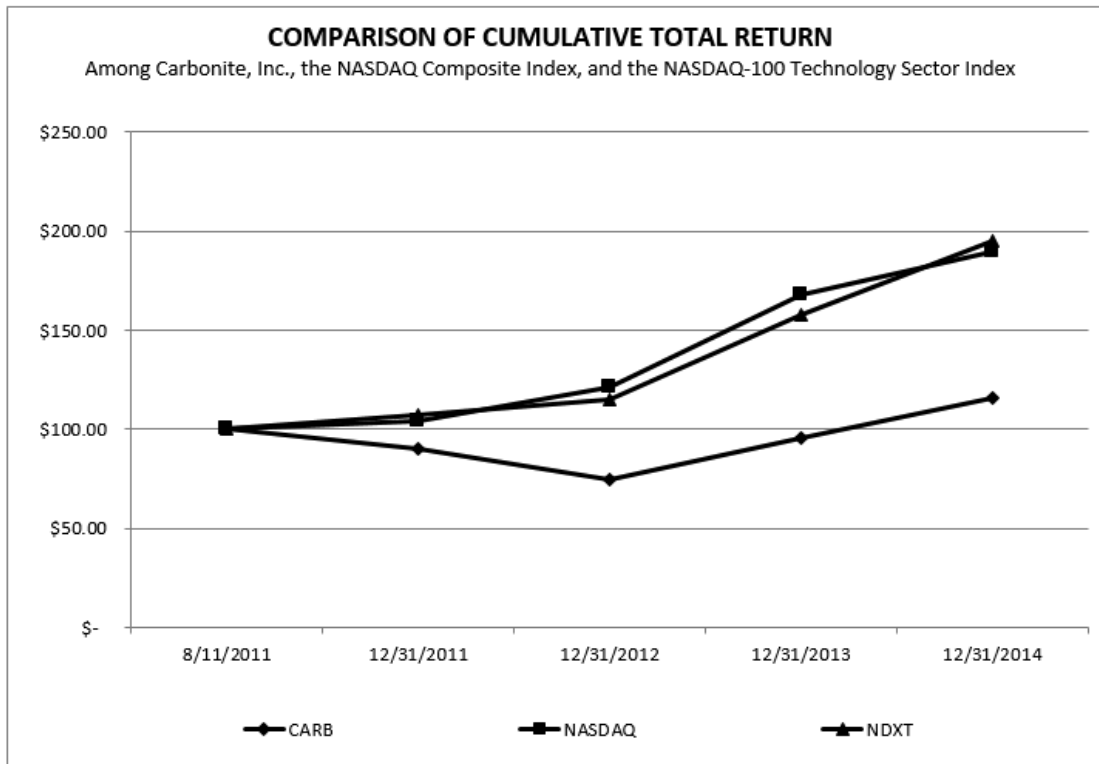
We have never declared or paid, and do not anticipate declaring or paying, any cash dividends on our common stock. Any future determination as to the declaration and payment of dividends, will be at the discretion of our board of directors and will depend on then existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects, and other factors that our board of directors may deem relevant.

Our equity plan information required by this item is incorporated by reference to the information in Part III, Item 12 of this Annual Report on Form 10-K.

Performance Graph

The following performance graph compares the cumulative total return to holders of our common stock for the period from August 11, 2011, the date our common stock commenced trading on The NASDAQ Global Market, through December 31, 2014, against the cumulative total return of The NASDAQ Composite Index and The NASDAQ-100 Technology Sector Index.

The comparison assumes that \$100.00 was invested in our common stock, The NASDAQ Composite Index and The NASDAQ-100 Technology Sector Index. The graph assumes the initial value of our common stock on August 11, 2011 was the closing sale price on that day of \$12.35 per share and not the initial offering price to the public of \$10.00 per share. The performance shown on the graph below is based on historical results and is not intended to suggest future performance.



This performance graph shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of Carbonite, Inc. under the Securities Act of 1933, as amended.

Recent Sales of Unregistered Securities

There were no unregistered sales of our equity securities during the twelve months ended December 31, 2014.

Repurchases

Neither we nor any "affiliated purchaser" repurchased any shares of our equity securities during the year ended December 31, 2014.

ITEM 6. SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

You should read the following selected consolidated financial and other data below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements, related notes, and other financial information included in this Annual Report on Form 10-K. The selected consolidated financial and other data in this section are not intended to replace the consolidated financial statements and are qualified in their entirety by the consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

The consolidated statements of operations data for the years ended December 31, 2014, 2013, and 2012 and the consolidated balance sheets data as of December 31, 2014 and 2013 are derived from our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K. The consolidated statements of operations data for the years ended December 31, 2011 and 2010 and the consolidated balance sheets data as of December 31, 2012, 2011 and 2010 are derived from our audited consolidated financial statements not included in this Annual Report on Form 10-K. Historical results are not necessarily indicative of the results to be expected in the future.

	Years Ended December 31,				
	2014	2013	2012	2011	2010
	(in thousands, except share and per share data)				
Consolidated statements of operations data:					
Revenue	\$ 122,620	\$ 107,194	\$ 84,043	\$ 60,512	\$ 38,563
Cost of revenue (1)	38,567	34,881	29,060	23,202	16,284
Gross profit	84,053	72,313	54,983	37,310	22,279
Operating expenses (1):					
Research and development	24,132	20,919	19,925	16,511	10,868
General and administrative	17,862	14,275	9,928	6,631	4,209
Sales and marketing	49,882	47,349	42,719	37,722	33,098
Restructuring charges	762	322	1,345	—	—
Total operating expenses	92,638	82,865	73,917	60,864	48,175
Loss from operations	(8,585)	(10,552)	(18,934)	(23,554)	(25,896)
Interest and other (expense) income, net	(398)	2	38	41	133
Loss before income taxes	(8,983)	(10,550)	(18,896)	(23,513)	(25,763)
Provision for income taxes	(367)	(55)	(40)	(23)	—
Net loss	(9,350)	(10,605)	(18,936)	(23,536)	(25,763)
Accretion of redeemable convertible preferred stock	—	—	—	(128)	(210)
Net loss attributable to common stockholders	\$ (9,350)	\$ (10,605)	\$ (18,936)	\$ (23,664)	\$ (25,973)
Basic and diluted net loss per share attributable to common stockholders	\$ (0.35)	\$ (0.41)	\$ (0.74)	\$ (1.84)	\$ (5.90)
Weighted-average number of common shares used in computing basic and diluted net loss per share	26,816,879	26,166,554	25,503,068	12,841,233	4,399,137

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

	Years Ended December 31,				
	2014	2013	2012	2011	2010
	(in thousands)				
Cost of revenue	\$ 539	\$ 508	\$ 440	\$ 207	\$ 45
Research and development	1,285	955	1,199	511	171
General and administrative	3,216	2,250	1,579	346	227
Sales and marketing	1,025	1,064	913	381	99

	As of December 31,				
	2014	2013	2012	2011	2010
	(in thousands)				
Consolidated balance sheet data:					
Cash	\$ 46,084	\$ 50,392	\$ 40,341	\$ 59,842	\$ 13,855
Working capital (deficit)	(23,767)	(11,080)	(11,685)	18,838	(12,381)
Total assets	131,754	109,161	100,925	99,606	40,941
Deferred revenue, including current portion	91,424	84,000	75,206	59,696	38,722
Total liabilities	117,216	96,340	86,994	72,004	47,834
Preferred stock warrant liability	—	—	—	—	82
Redeemable and convertible stock	—	—	—	—	68,730
Total stockholders' equity (deficit)	14,538	12,821	13,931	27,602	(75,623)

	Years Ended December 31,				
	2014	2013	2012	2011	2010
	(in thousands, except percentage data)				
Key metrics:					
Bookings (1)	\$ 128,183	\$ 115,988	\$ 98,488	\$ 80,900	\$ 54,141
Annual retention rate (2)	83%	84%	84%	82%	83%
Renewal rate (3)	80%	80%	82%	82%	81%
Free cash flow (4)	\$ 15,072	\$ 5,974	\$ (4,065)	\$ (5,972)	\$ (12,204)

- (1) We define bookings as revenue recognized during the period plus the change in total deferred revenue net of foreign exchange (excluding deferred revenue recorded in connection with acquisitions) during the same period.
- (2) We define annual retention rate as the percentage of customers on the last day of the prior year who remain customers on the last day of the current year.
- (3) We define renewal rate for a period as the percentage of customers who renew annual or multi-year subscriptions that expire during the period presented.
- (4) We define free cash flow as net cash provided by (used in) operating activities, less capital expenditures, and adjusted for the cash portion of the lease exit charge, payments related to corporate headquarter relocation, acquisition-related payments, tender offer-related expenses, and CEO transition payments.

Bookings and free cash flow are financial data that are not calculated in accordance with GAAP. The tables below provide reconciliation of bookings and free cash flow to revenue and cash provided by (used in) operating activities, respectively, the most directly comparable financial measures calculated and presented in accordance with GAAP.

Our management uses annual retention rate to determine the stability of our customer base and to evaluate the lifetime value of our customer relationships. As customers' annual and multi-year subscriptions come up for renewal throughout the calendar year based on the dates of their original subscriptions, measuring retention on a trailing twelve month basis at the end of each quarter provides our management with useful and timely information about the stability of our customer base. Management uses renewal rate to monitor trends in customer renewal activity.

Our management uses bookings as a proxy for cash receipts. Bookings represent the aggregate dollar value of customer subscriptions received by us during a period. We initially record a subscription fee as deferred revenue and then recognize it as revenue ratably, on a daily basis, over the life of the subscription period. Management uses free cash flow as a measure of our operating performance; for planning purposes, including the preparation of our annual operating budget; to allocate resources to enhance the financial performance of our business; to evaluate the effectiveness of our business strategies; to provide consistency and comparability with past financial performance; to determine capital requirements; to facilitate a comparison of our results with those of other companies; and in communications with our board of directors concerning our financial performance. We also use free cash flow as a factor when determining management's incentive compensation. Management believes that the use of free cash flow provides consistency and comparability with our past financial performance, facilitates period to period comparisons of operations, and also facilitates comparisons with other peer companies, many of which use similar non-GAAP financial measures to supplement their GAAP results.

Although bookings and free cash flow are frequently used by investors and securities analysts in their evaluations of companies, bookings and free cash flow have limitations as analytical tools, and you should not consider them in isolation or as substitutes for analysis of our results of operations as reported under GAAP. Some of these limitations are:

- bookings do not reflect our receipt of payment from subscribers;
- free cash flow does not reflect our future requirements for contractual commitments to vendors;
- free cash flow does not reflect the non-cash component of employee compensation or depreciation and amortization of property and equipment; and
- other companies in our industry may calculate bookings or free cash flow or similarly titled measures differently than we do, limiting their usefulness as comparative measures.

The following tables present reconciliations of our bookings and free cash flow to revenue and cash provided by (used in) operating activities, respectively, the most directly comparable financial measures calculated and presented in accordance with GAAP.

	Years Ended December 31,				
	2014	2013	2012	2011	2010
	(in thousands)				
Revenue	\$ 122,620	\$ 107,194	\$ 84,043	\$ 60,512	\$ 38,563
Add change in deferred revenue, net of foreign exchange (excluding acquisition)	5,563	8,794	14,445	20,388	15,578
Bookings	\$ 128,183	\$ 115,988	\$ 98,488	\$ 80,900	\$ 54,141

	Years Ended December 31,				
	2014	2013	2012	2011	2010
	(in thousands)				
Cash provided by (used in) operating activities	\$ 22,678	\$ 14,625	\$ 9,195	\$ 7,572	\$ (1,552)
Add cash portion of lease exit charge	230	1,150	157	—	—
Add payments related to corporate headquarter relocation	3,872	—	—	—	—
Add acquisition-related payments	2,053	—	—	—	—
Add tender offer-related payments	100	—	—	—	—
Add CEO transition payments	634	—	—	—	—
Subtract capital expenditures	(14,495)	(9,801)	(13,417)	(13,544)	(10,652)
Free cash flow	\$ 15,072	\$ 5,974	\$ (4,065)	\$ (5,972)	\$ (12,204)

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Annual Report on Form 10-K, particularly in "Risk Factors."

Overview

We are a provider of cloud and hybrid backup solutions. Our solutions provide powerful features packaged in a simple, cost-effective and secure manner, and are designed to address the specific needs of small and medium sized businesses (SMBs) and consumers.

In 2005, we began development of our cloud backup solution and raised our first capital from investors. We sold the first Carbonite subscription in 2006. In 2010, we introduced our small business solution and expanded our management team to better focus on our small business and consumer markets. We surpassed 100,000 subscribers in 2008, 500,000 subscribers in 2009, and 1,000,000 subscribers in early 2011. As of December 31, 2014, we had subscribers in more than 100 countries, with subscribers based in the U.S. representing approximately 94% of our total revenue for 2014.

One of our largest individual expenses is advertising for customer acquisition, which is recorded as sales and marketing expense. This is comprised of radio advertising, online display advertising, television, print advertising, paid search, direct marketing, and other expenses. Our total advertising expense in 2014, 2013, and 2012 was \$18.0 million, \$25.2 million, and \$24.1 million, respectively. We generally spend more on advertising in the first and third quarters of each year based on the seasonality of customer purchasing patterns and fluctuations in advertising rates. We currently have a distribution strategy designed to sell large volumes of our solutions through our sales channel relationships including resellers.

As we grow our business we continue to invest in additional storage and infrastructure. Our capital expenditures in 2014, 2013, and 2012 were \$14.5 million, \$9.8 million, and \$13.4 million, respectively.

Our revenue has grown from \$84.0 million in 2012 to \$107.2 million in 2013 and \$122.6 million in 2014. At the same time, our total operating costs have grown from \$73.9 million in 2012 to \$82.9 million in 2013 and \$92.6 million in 2014, principally as a result of our investment in customer acquisition and research and development. We expect to continue to devote

substantial resources to customer acquisition, improving our technologies, and expanding our solutions. In addition, we expect to invest heavily in our operations to support anticipated growth and public company reporting and compliance obligations. We defer revenue over our customers' subscription periods, but expense marketing costs as incurred. As a result of these factors, we expect to continue to incur GAAP operating losses on an annual basis for the foreseeable future.

Our Business Model

We evaluate the profitability of a customer relationship over its lifecycle because of the nature of our business model. We generally incur customer acquisition costs and capital equipment costs in advance of subscriptions while recognizing revenue ratably over the terms of the subscriptions. As a result, a customer relationship may not be profitable or result in positive cash flow at the beginning of the subscription period, even though it may be profitable or result in positive cash flow over the life of the customer relationship. While we offer monthly, annual and multi-year subscription plans, a significant majority of our customers are currently on annual subscription plans. The annual or multi-year commitments of our customers enhance management's visibility of our revenue, and charging customers at the beginning of the subscription period provides working capital.

Key Business Metrics

Our management regularly reviews a number of financial and operating metrics, including the following key metrics, to evaluate our business:

- *Bookings.* We calculate bookings as revenue recognized during a particular period plus the change in total deferred revenue net of foreign exchange (excluding deferred revenue recorded in connection with acquisitions) during the same period. Our management uses this measure as a proxy for cash receipts. Bookings represent the aggregate dollar value of customer subscriptions received by us during a period. We initially record a subscription fee as deferred revenue and then recognize it as revenue ratably, on a daily basis, over the life of the subscription period.
- *Annual retention rate.* We calculate annual retention rate as the percentage of customers on the last day of the prior year who remain customers on the last day of the current year. Our management uses these measures to determine the stability of our customer base and to evaluate the lifetime value of our customer relationships.
- *Renewal rate.* We define renewal rate for a period as the percentage of customers who renew annual or multi-year subscriptions that expire during the period presented. Our management uses this measure to monitor trends in customer renewal activity.
- *Free cash flow.* We define free cash flow as cash provided by operating activities, less purchases of property and equipment plus acquisition and other non-recurring charges. Our management uses free cash flow to assess our business performance and evaluate the amount of cash generated by our business.

Subscription renewals may vary during the year based on the date of our customers' original subscriptions. As we recognize subscription revenue ratably over the subscription period, this generally has not resulted in a material seasonal impact on our revenue but may result in material monthly and quarterly variances in one or more of the key business metrics described above.

Performance Highlights

The following table presents our performance highlights for the periods presented:

	Years Ended December 31,		
	2014	2013	2012
	(in thousands, except percentage data)		
Key metrics:			
Bookings	\$ 128,183	\$ 115,988	\$ 98,488
Annual retention rate	83%	84%	84%
Renewal rate	80%	80%	82%
Free cash flow	\$ 15,072	\$ 5,974	\$ (4,065)

Our total bookings increased over the periods presented, and we continue to invest in customer acquisition in an effort to drive continued growth, with bookings for our small business solutions representing 31% of total bookings for the year ended December 31, 2014, up from 27% in the year ended December 31, 2013.

Free cash flow for the year ended December 31, 2014 increased by \$9.1 million, and \$19.1 million compared to the years ended December 31, 2013, and December 31, 2012, respectively. Our increase in free cash flow was principally driven by growth in bookings and increased efficiencies in our business model.

Key Components of our Consolidated Statements of Operations

Revenue

We derive our revenue principally from subscription fees related to our service solutions. We typically charge a customer's credit card the full price of the subscription at the commencement of the subscription period and at each renewal date, unless the customer decides not to renew the subscription. We initially record a customer subscription fee as deferred revenue and then recognize it as revenue ratably, on a daily basis, over the life of the subscription period.

Cost of revenue

Cost of revenue consists primarily of costs associated with our data center operations and customer support centers, including wages and benefits for personnel, depreciation of equipment, amortization of developed technology, rent, utilities and broadband, equipment maintenance, software license fees, and allocated overhead. The expenses related to hosting our services and supporting our customers are related to the number of customers and the complexity of our services and hosting infrastructure. On a cost-per-GB stored basis, our costs have decreased due to decreases in storage prices and greater efficiency in our data center operations. We have also experienced a downward trend in the cost of storage equipment and broadband service, which we expect will continue in the future. We expect these expenses to increase in absolute dollars, but decrease as a percentage of revenue due to improved efficiencies in supporting customers.

Gross profit and gross margin

Our gross margins have expanded due to price increases for our consumer solutions, the introduction of higher priced solutions targeting both small businesses and consumers, a downward trend in the cost of storage equipment and services, and efficiencies of our customer support personnel in supporting our customers. We expect these trends to continue.

Operating expenses

Research and development. Research and development expenses consist primarily of wages and benefits for development personnel, consulting fees, rent, and depreciation. We have focused our research and development efforts on both improving ease of use and functionality of our existing solutions and developing new solutions. The majority of our research and development employees are located at our corporate headquarters in the U.S. We expect that research and development expenses will increase in absolute dollars on an annual basis as we continue to enhance and expand our services, but decrease as a percentage of revenue over time, as we expect to grow our revenue at a faster rate.

General and administrative . General and administrative expenses consist primarily of wages and benefits for management, finance, accounting, human resources, legal and other administrative personnel, legal and accounting fees, insurance, and other corporate expenses. We expect that general and administrative expenses will increase in absolute dollars on an annual basis as we continue to add personnel and enhance our internal information systems in connection with the anticipated growth of our business and incur costs related to operating as a public company.

Sales and marketing . Sales and marketing expenses consist primarily of advertising costs, wages and benefits for sales and marketing personnel, creative expenses for advertising programs, credit card fees, commissions paid to third-party partners and affiliates, and the cost of providing free trials. The largest component of sales and marketing expense is advertising for customer acquisition, principally radio, online, television and print advertisements. Online search costs consist primarily of pay-per-click payments to search engine operators. Advertising costs are expensed as incurred. To date, marketing and advertising costs have been incurred principally in the U.S., but we may increase our marketing and advertising expenditures in other countries. We expect that we will continue to commit significant resources to our sales and marketing efforts to grow our business and awareness of our brand and solutions. We expect that sales and marketing expenses will continue to increase in absolute dollars on an annual basis, but decrease as a percentage of revenue, as we expect to grow our revenue at a faster rate.

Restructuring charges . Restructuring charges consist of lease exit charges related to our corporate headquarter relocation, costs associated with our data center optimization program, the March 2012 closure of our Boston, Massachusetts data center and charges incurred related to the restructuring of our Carbonite China operations, which are now dormant. See *Note 12—Restructuring* to our consolidated financial statements included in this Annual Report on Form 10-K for additional information.

Critical Accounting Policies

Our financial statements are prepared in accordance with accounting principles generally accepted in the U.S., or GAAP. The preparation of our financial statements and related disclosures requires us to make estimates, assumptions, and judgments that affect the reported amount of assets, liabilities, revenue, costs and expenses, and related disclosures. We base our estimates and assumptions on historical experience and other factors that we believe to be reasonable under the circumstances, but all such estimates and assumptions are inherently uncertain and unpredictable. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from those estimates and assumptions, and it is possible that other professionals, applying their own judgment to the same facts and circumstances, could develop and support alternative estimates and assumptions that would result in material changes to our operating results and financial condition. Our most critical accounting policies are summarized below.

See *Note 2—Summary of Significant Accounting Policies* to our consolidated financial statements included in this Annual Report on Form 10-K for additional information about these critical accounting policies, as well as a description of our other significant accounting policies.

Revenue recognition

We derive revenue from cloud backup subscription services. These services are standalone independent service solutions, which are generally contracted for a one- to three-year term. Subscription arrangements include access to use our services via the internet. We recognize revenue in accordance with the Financial Accounting Standards Codification (ASC) 605-10, *Overall Revenue Recognition*. Subscription revenue is recognized ratably on a daily basis upon activation of service over the subscription period, when persuasive evidence of an arrangement with a customer exists, the subscription period has been activated, the price is fixed or determinable, and collection is reasonably assured. Deferred revenue represents payments received from customers for subscription services prior to recognizing the revenue related to those payments.

Business Combinations

In accordance with ASC 805, *Business Combinations*, we recognize the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values. Determining these fair values requires management to make significant estimates and assumptions, especially with respect to intangible assets.

The fair value of identifiable intangible assets is based on detailed valuations that use information and assumptions provided by management, which reflect management's best estimates of inputs and assumptions that a market participant would use. Our identifiable intangible assets acquired consist of developed technology, customer relationships, tradenames, and non-compete agreements. Developed technology consists of products that have reached technological feasibility and tradenames represent acquired company and product names. Customer relationships represent the underlying relationships and agreements with customers of the acquired company's installed base. Non-compete agreements represent the protection against the loss of business and resultant cash flows from direct competition.

Goodwill and acquired intangible assets

We record goodwill when consideration paid in a business acquisition exceeds the fair value of the net assets acquired. Our estimates of fair value are based upon assumptions believed to be reasonable at that time, but that are inherently uncertain and unpredictable. Assumptions may be incomplete or inaccurate, and unanticipated events or circumstances may occur, that may affect the accuracy or validity of such assumptions, estimates or actual results.

Goodwill is not amortized, but rather is tested for impairment annually or more frequently at the reporting unit level if facts and circumstances warrant a review. We have determined that there is a single reporting unit for the purpose of conducting this goodwill impairment assessment. For purposes of assessing potential impairment, we estimate the fair value of the reporting unit (based on our market capitalization) and compare this amount to the carrying value of the reporting unit (as reflected by our total stockholders' equity). If we determine that the carrying value of the reporting unit exceeds its fair value, an impairment charge would be required. Our annual goodwill impairment test is at November 30 of each year. To date, we have not identified any impairment to goodwill.

Intangible assets acquired in a business combination are recorded at their estimated fair values at the date of acquisition. We amortize acquired intangible assets over their estimated useful lives based on the pattern of consumption of the economic benefits or, if that pattern cannot be readily determined, on a straight-line basis. We review our intangible assets with definite lives for impairment when events or changes in circumstances indicate that the carrying amount of any of these assets may not be recoverable. We have not identified any impairment of our long-lived assets as of December 31, 2014, 2013, and 2012.

Income taxes

We provide for income taxes under the liability method. Deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates in effect when the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to reflect the uncertainty associated with their ultimate realization. We account for uncertain tax positions recognized in our consolidated financial statements by prescribing a more-likely-than-not threshold for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return.

Due to a history of losses, we have provided a full valuation allowance, in the U.S. and in foreign tax jurisdictions in which we operate that are in a full tax asset position, against our deferred tax assets. This is more fully described in *Note 10—Income Taxes* to our consolidated financial statements, included in the Annual Report on Form 10-K. The ability to utilize these losses, any future losses, and any other tax credits or attributes may be restricted or eliminated by changes in our ownership, changes in legislation, and other rules affecting the ability to offset future taxable income with losses from prior periods. Future determinations on the need for a valuation allowance on our net deferred tax assets will be made on an annual basis, and our assessment at December 31, 2014 reflects a continued need for a full valuation allowance.

Stock-based compensation

Accounting guidance requires employee stock-based payments to be accounted for under the fair value method. Under this method, we are required to record compensation cost based on the estimated fair value for stock-based awards granted over the requisite service periods for the individual awards, which generally equals the vesting periods. We use the straight-line amortization method for recognizing stock-based compensation expenses.

Determining the appropriate fair value model and calculating the fair value of stock-based payment awards requires the use of highly subjective estimates and assumptions, including the estimated fair value of our common stock. Following our initial public offering, we used the quoted market price of our common stock to establish the fair value of the common stock underlying our stock options. Because there was no public market for our common stock prior to our initial public offering, our board of directors determined the fair value of our common stock with input from management, based on reports of an unrelated third-party valuation specialist.

We estimate the fair value of stock options on the date of grant using the Black-Scholes option-pricing model, and the fair value of option awards with market based vesting conditions on the date of grant using the lattice model with a Monte Carlo simulation. These models further require the use of highly subjective estimates and assumptions, including expected stock price volatility, expected term of an award, risk-free interest rate, and expected dividend yield. As a public company with limited trading history, we consider both the volatility of our stock price and that of our publicly traded peer companies. The expected life assumption is based on the simplified method for estimating expected term as we do not have sufficient stock option exercise experience to support a reasonable estimate of the expected term. The risk-free interest rate is based on the implied yield currently available on U.S. Treasury zero-coupon issues with terms approximately equal to the expected life of the stock option. We use an expected dividend rate of zero as we currently have no history or expectation of paying cash dividends on our capital stock.

Results of Operations

The following table sets forth, for the periods presented, data from our consolidated statements of operations as a percentage of revenue that each line item represents. The period-to-period comparison of financial results is not necessarily indicative of future results. The information contained in the tables below should be read in conjunction with financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

	Years Ended December 31,		
	2014	2013	2012
	(% of revenue)		
Consolidated statements of operations data:			
Revenue	100.0 %	100.0 %	100.0 %
Cost of revenue	31.5	32.5	34.6
Gross profit	68.5	67.5	65.4
Operating expenses:			
Research and development	19.7	19.5	23.7
General and administrative	14.5	13.3	11.8
Sales and marketing	40.7	44.2	50.8
Restructuring charges	0.6	0.3	1.6
Total operating expenses	75.5	77.3	87.9
Loss from operations	(7.0)	(9.8)	(22.5)
Interest and other (expense) income, net	(0.3)	—	—
Loss before income taxes	(7.3)	(9.8)	(22.5)
Provision for income taxes	(0.3)	(0.1)	—
Net loss	(7.6)%	(9.9)%	(22.5)%

Comparison of Years Ended December 31, 2014, 2013, and 2012

Revenue

	Years Ended December 31,			2013 to 2014 % Change	2012 to 2013 % Change
	2014	2013	2012		
	(in thousands, except percentage data)				
Revenue	\$ 122,620	\$ 107,194	\$ 84,043	14.4%	27.5%

Revenue increased by \$15.4 million in 2014 and by \$23.2 million in 2013, primarily due to increases in the average selling prices for our SMB and consumer solutions. Revenue from our SMB solutions was approximately \$31.0 million in 2014 compared to \$21.4 million in 2013.

Cost of revenue, gross profit, and gross margin

	Years Ended December 31,			2013 to 2014 % Change	2012 to 2013 % Change
	2014	2013	2012		
	(in thousands, except percentage data)				
Cost of revenue	\$ 38,567	\$ 34,881	\$ 29,060	10.6%	20.0%
Percent of revenue	31.5%	32.5%	34.6%		
Components of cost of revenue:					
Personnel-related costs	\$ 12,614	\$ 10,361	\$ 8,666	21.7%	19.6%
Hosting and depreciation costs	21,609	20,555	18,463	5.1%	11.3%
Software, amortization and other	4,344	3,965	1,931	9.6%	105.3%
Total cost of revenue	\$ 38,567	\$ 34,881	\$ 29,060	10.6%	20.0%
Gross profit	\$ 84,053	\$ 72,313	\$ 54,983	16.2%	31.5%
Gross margin	68.5%	67.5%	65.4%		

Our gross margin improvement for 2014 and 2013 was driven by an increasing percentage of our revenues derived from higher margin SMB products and efficiencies realized in our data centers. Cost of revenue increased by \$3.7 million in 2014 and by \$5.8 million in 2013, primarily driven by an increase in personnel-related costs and other costs associated with maintaining our data centers. The increase in cost of revenue in 2014 was comprised primarily of an increase in personnel-related costs of \$2.3 million associated with additional customer support and operations headcount, and an increase in hosting and depreciation costs of \$1.1 million mainly related to an increase in rent and utilities related to additional data center space. The increase in cost of revenue in 2013 was comprised primarily of an increase in hosting costs of \$2.1 million related to rent, utilities, and depreciation of equipment, an increase in personnel-related costs of \$1.7 million associated with additional customer support and operations headcount, and software and amortization costs of \$1.6 million related to investments in our customer support organization to support our growth as well as additional amortization expense related to our Zmanda, Inc. acquisition.

Operating expenses

Research and development

	Years Ended December 31,			2013 to 2014 % Change	2012 to 2013 % Change
	2014	2013	2012		
(in thousands, except percentage data)					
Research and development	\$ 24,132	\$ 20,919	\$ 19,925	15.4 %	5.0%
Percent of revenue	19.7%	19.5%	23.7%		
Components of research and development:					
Personnel-related costs	\$ 18,556	\$ 16,275	\$ 15,974	14.0 %	1.9%
Third-party outsourcing costs	3,064	1,885	1,270	62.5 %	48.4%
Hosting, independent contractors and other	2,512	2,759	2,681	(8.9)%	2.9%
Total research and development	\$ 24,132	\$ 20,919	\$ 19,925	15.4 %	5.0%

Research and development expenses increased by \$3.2 million in 2014, primarily related to an increase of \$2.3 million in personnel-related costs associated with additional research and development headcount and an increase of \$1.2 million in third-party outsourcing costs intended to improve the ease of use and functionality of our existing solutions and the development of new SMB offerings. Research and development expenses increased by \$1.0 million in 2013, primarily driven by higher outsourced development costs.

General and administrative

	Years Ended December 31,			2013 to 2014 % Change	2012 to 2013 % Change
	2014	2013	2012		
(in thousands, except percentage data)					
General and administrative	\$ 17,862	\$ 14,275	\$ 9,928	25.1 %	43.8%
Percent of revenue	14.5%	13.3%	11.8%		
Components of general and administrative:					
Personnel-related costs	\$ 10,350	\$ 7,413	\$ 4,672	39.6 %	58.7%
Professional fees	4,278	4,365	4,001	(2.0)%	9.1%
Consulting, taxes and other	3,234	2,497	1,255	29.5 %	99.0%
Total general and administrative	\$ 17,862	\$ 14,275	\$ 9,928	25.1 %	43.8%

General and administrative expenses increased by \$3.6 million in 2014, primarily related to an increase of \$2.9 million in personnel-related costs associated with additional headcount. The remaining increase in expenses relates to an increase in legal fees and consulting expenses associated with our international expansion efforts. General and administrative expenses increased by \$4.3 million in 2013, primarily related to an increase of \$2.7 million in personnel-related costs and increase of \$0.5 million related to a sales tax accrual for uncollected sales taxes.

Sales and marketing

	Years Ended December 31,			2013 to 2014 % Change	2012 to 2013 % Change
	2014	2013	2012		
(in thousands, except percentage data)					
Sales and marketing	\$ 49,882	\$ 47,349	\$ 42,719	5.3 %	10.8%
Percent of revenue	40.7%	44.2%	50.8%		
Components of sales and marketing:					
Personnel-related costs	\$ 13,907	\$ 8,961	\$ 6,550	55.2 %	36.8%
Advertising costs	17,952	25,197	24,019	(28.8)%	4.9%
Costs of credit card transactions and offering free trials	6,245	5,538	5,429	12.8 %	2.0%
Agency fees, consulting and other	11,778	7,653	6,721	53.9 %	13.9%
Total sales and marketing	\$ 49,882	\$ 47,349	\$ 42,719	5.3 %	10.8%

Sales and marketing expenses increased by \$2.5 million in 2014 and \$4.6 million in 2013. The increase in 2014 was attributable to an increase in personnel-related costs of \$4.9 million associated with increased headcount on our sales team, and an increase of agency fees, consulting and other of \$4.1 million related to increased investments in our indirect channel organization, partially offset by decreased advertising costs due to a reduction in our traditional radio and television advertising spend. The increase in 2013 was attributable to an increase of personnel-related costs of \$2.4 million associated with increased headcount on our sales team, \$1.2 million in advertising costs aimed at customer acquisition, and \$0.9 million related to the new website design.

Restructuring

	Years Ended December 31,			2013 to 2014 % Change	2012 to 2013 % Change
	2014	2013	2012		
(in thousands, except percentage data)					
Restructuring	\$ 762	\$ 322	\$ 1,345	136.6%	(76.1)%
Percent of revenue	0.6%	0.3%	1.6%		

We recorded restructuring charges of \$0.8 million during 2014 consisting of a \$0.4 million lease exit charge related to our corporate headquarter relocation and \$0.4 million in costs related to our data center optimization program. We recorded restructuring charges of \$0.2 million in 2013 related to a change in the estimate of our lease exit charge for our former Boston, Massachusetts data center. We recorded an additional \$0.1 million of restructuring charges during 2013 pertaining to the restructuring of our China operations, which are now dormant. We recorded an additional See *Note 12—Restructuring* to our consolidated financial statements included in this Annual Report on Form 10-K for additional information.

Liquidity and Capital Resources

As of December 31, 2014, we had cash and cash equivalents and marketable securities of \$61.1 million, which primarily consisted of cash, money market funds, U.S. agency and treasury securities and certificates of deposit.

Source of funds

We believe, based on our current operating plan, that our existing cash and cash equivalents, marketable securities and cash provided by operations will be sufficient to meet our anticipated cash needs for at least the next 12 months.

From time to time, we may explore additional financing sources to develop or enhance our solutions, fund expansion, respond to competitive pressures, acquire or to invest in complementary products, businesses or technologies, or to lower our cost of capital, which could include equity, equity-linked, and debt financing. There can be no assurance that any additional financing will be available to us on acceptable terms, if at all. If we raise additional funds through the issuance of equity or

convertible debt or other equity-linked securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock.

Our \$25 million revolving credit facility expired on September 30, 2014. We are in negotiations with a financial institution to finalize the terms of a new \$25 million revolving credit facility that is expected to be executed in 2015.

Uses of funds

We have increased our operating and capital expenditures in connection with the growth in our operations and the increase in our personnel, and we anticipate that we will continue to increase such expenditures in the future. Our future capital requirements may vary materially from those now planned and will depend on many factors, including:

- potential future acquisition opportunities;
- the levels of advertising and promotion required to acquire and retain customers;
- expansion of our data center infrastructure necessary to support our growth;
- growth of our operations in the U.S. and worldwide;
- our development and introduction of new solutions; and
- the expansion of our sales, customer support, research and development, and marketing organizations.

Future capital expenditures will focus on acquiring additional data storage and hosting capacity and general corporate infrastructure. We are not currently party to any purchase contracts related to future capital expenditures, other than short-term purchase orders.

Cash flows

The following table provides a summary and description of our net cash inflows (outflow) for 2014, 2013, and 2012.

	Years Ended December 31,		
	2014	2013	2012
	(in thousands)		
Net cash provided by operating activities	\$ 22,678	\$ 14,625	\$ 9,195
Net cash used in investing activities	(31,126)	(9,297)	(29,802)
Net cash provided by financing activities	4,239	4,728	1,102

Operating activities

Our cash flows from operating activities are significantly influenced by the amount of our net loss, growth in subscription sales and customer growth, changes in working capital accounts, the timing of prepayments and payments to vendors, add-backs of non-cash expense items such as depreciation and amortization, and stock-based compensation expense.

In 2014, cash provided by operating activities was \$22.7 million, which was primarily driven by a \$5.6 million increase in deferred revenue associated with an increase in subscription sales. Net cash inflows from operating activities included other changes in working capital of \$2.9 million, due to the timing of payments and customer receipts, increase in other assets and long-term liabilities of \$4.5 million and non-cash charges of \$19.1 million, including \$12.5 million of depreciation and amortization, \$6.1 million of stock-based compensation, and \$0.5 million in other non-cash items. These cash inflows were partially offset by our net loss of \$9.4 million.

In 2013, cash provided by operating activities was \$14.6 million, which was primarily driven by an \$8.8 million increase in deferred revenue associated with the increase in subscription sales and customer growth. Net cash inflows from operating activities included non-cash charges of \$17.4 million, including \$12.6 million of depreciation and amortization, and \$4.8 million of stock-based compensation. These cash inflows were partially offset by our net loss of \$10.6 million and a \$0.6 million increase in prepaid expenses and other current assets.

In 2012, cash provided by operating activities was \$9.2 million, which was primarily driven by a \$14.4 million increase in deferred revenue associated with the increase in subscription sales and customer growth. Net cash inflows from operating activities included non-cash charges of \$16.3 million, including \$10.8 million of depreciation and amortization and \$4.1 million

of stock-based compensation. These cash inflows were partially offset by our net loss of \$18.9 million, a decrease in accounts payable and accrued expenses of \$1.8 million, and a \$0.6 million increase in prepaid expenses and other current assets.

Investing activities

In 2014, cash used in investing activities was \$31.1 million, consisting primarily of capital expenditures of \$14.5 million related to server equipment and other data center infrastructure as well as payments associated with new corporate headquarter buildouts, an increase in restricted cash of \$0.8 million for a security deposit, and the use of \$15.8 million, net of cash acquired, in connection with the acquisition of MailStore Software GmbH in December 2014.

In 2013, cash used in investing activities was \$9.3 million, consisting primarily of capital expenditures of \$9.8 million, for server equipment and other data center infrastructure, partially offset by the release of \$0.5 million of restricted cash as a result of the settlement of a dispute.

In 2012, cash used in investing activities was \$29.8 million, consisting primarily of capital expenditures of \$13.4 million primarily for server equipment and other data center infrastructure, an increase in restricted cash of \$0.5 million, and the use of \$13.4 million, net of cash acquired, in connection with the acquisition of Zmanda, Inc. In addition, purchases and maturities of marketable securities netted to a \$2.5 million use of cash.

Financing activities

Cash provided by financing activities in 2014 was \$4.2 million from the proceeds from the exercise of stock options.

Cash provided by financing activities in 2013 was \$4.7 million from the proceeds from the exercise of stock options.

Cash provided by financing activities in 2012 was \$1.1 million from the proceeds from the exercise of stock options.

Equity

During 2014, 2013, and 2012, we received approximately \$4.2 million, \$4.7 million and \$1.1 million, respectively, in proceeds from stock issuances related to our stock option plan. Proceeds from the exercise of employee stock options vary from period to period based upon, among other factors, fluctuation in the trading price of our common stock and in the exercise and stock purchase patterns of employees.

Our 2011 Equity Award Plan (the 2011 Plan) provides for the issuance of stock options, restricted stock, and other stock-based awards to our employees, officers, directors, and consultants and those of our subsidiaries. In connection with the approval of the 2011 Plan, we reserved 1,662,000 shares of common stock for issuance thereunder. On January 1st of each year, beginning on January 1, 2012, the number of shares reserved under the 2011 Plan increases by the lesser of 1,500,000 shares, 4.0% of the outstanding shares of common stock and common stock equivalents, or a lesser amount determined by our board of directors.

Stock-based compensation expense related to stock equity compensation plans was \$6.1 million in 2014, \$4.8 million in 2013, and \$4.1 million in 2012. Stock-based compensation expense varies from period to period based upon, among other factors: the timing, number and fair value of awards granted during the period, and forfeiture levels related to unvested awards.

Off-balance sheet arrangements

As of December 31, 2014, we did not have any off-balance sheet arrangements.

Contractual obligations

The following table summarizes our contractual obligations at December 31, 2014 (in thousands):

	Payment Due by Period (1)				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
	(in thousands)				
Office lease obligations	\$ 23,412	\$ 3,022	\$ 5,557	\$ 4,365	\$ 10,468
Hosting facility lease obligations	4,985	3,037	1,673	275	—
Hosted software solution obligations	2,246	942	1,221	83	—
Consulting obligations	1,118	1,118	—	—	—
Other purchase commitments	2,348	2,348	—	—	—
Total	\$ 34,109	\$ 10,467	\$ 8,451	\$ 4,723	\$ 10,468

(1) See *Note 10—Income Taxes* to the consolidated financial statements for information related to our uncertain tax positions. The future payments related to uncertain tax positions have not been presented in the table above due to the uncertainty of the amounts and timing of cash settlement with the taxing authorities.

The commitments under our office lease obligations shown above consist primarily of lease payments for our Boston, Massachusetts corporate headquarters and our Lewiston, Maine customer support facility. In May 2014, we entered into a lease agreement for our new corporate headquarters in Boston, Massachusetts. The initial term of the lease of ten years and one month expires on December 31, 2024, and we have an option to extend the original term of the lease for one successive five-year period. Upon execution of the lease agreement, we were required to post a security deposit of \$0.8 million, which we will maintain as a letter of credit. Our landlord can draw against this letter of credit in the event of default by us. The facility was made available to us to begin our build-out on June 1, 2014, and as such, we began recording rent expense at that time. In accordance with the lease, we received a tenant improvement allowance throughout the build-out period. The rent expense is recorded net of the allowance over the term of the lease. The leasehold improvements associated with the initial build-out are being amortized over the initial term of the lease. Any additional leasehold improvements made during the course of occupancy will be amortized over the shorter of the useful life or remaining life of the lease.

Our Lewiston, Maine support facility lease expires on June 1, 2016. We may terminate this lease at any time after May 31, 2013 with six months' notice. The lease contains a renewal option for an additional two years and requires us to pay a proportion of increases in operating expenses and real estate taxes after January 1, 2013.

We also lease a small amount of general office space in Sunnyvale, California and Munich, Germany under lease agreements that expire in March 2020 and March 2015, respectively. In connection with our acquisition of MailStore in December 2014, we acquired a small office in Viersen, Germany under a lease agreement that expires in August 2015.

The commitment under our hosting facility obligations shown above consists of Wakefield, Massachusetts, Chandler, Arizona, and Phoenix, Arizona data centers, as well as a Somerville, Massachusetts data center which ended on January 31, 2015.

Other purchase commitments shown above consist of contractual commitments to various vendors primarily for advertising, marketing, and broadband services.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) issued ASU 2014-09, *Revenue from Contracts with Customers* (“ASU 2014-09”), updated guidance and disclosure requirements for recognizing revenue. The new revenue recognition standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The

revenue standard is based on the principle that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance will be effective for the Company on January 1, 2017 and may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial adoption. The Company is currently assessing the potential impact of the adoption of ASU 2014-09 on its consolidated financial statements.

In July 2013, the FASB issued Accounting Standards Update 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* ("ASU 2013-11") to provide guidance on the presentation of unrecognized tax benefits. ASU 2013-11 requires an entity to present an unrecognized tax benefit, or a portion of an unrecognized tax benefit, as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, except as follows: to the extent a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. We adopted ASU 2013-11 in our first quarter of fiscal 2014 and the impact was not material.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks in the ordinary course of our business. These risks include primarily interest rate fluctuation risks and foreign currency exchange risk.

Interest Rate Fluctuation Risk

Our cash consists of interest bearing bank accounts. We did not have long-term borrowings as of December 31, 2014. Interest income is sensitive to changes in the general level of U.S. interest rates. The primary objective of our investment activities is to preserve principal while maximizing income without significantly increasing risk. Our cash equivalents and marketable securities are relatively insensitive to interest rate changes. In future periods, we will continue to evaluate our investment policy in order to ensure that we continue to meet our overall objectives.

Foreign Currency Exchange Risk

A portion of our revenues and operating expenses are incurred outside the United States and are denominated in foreign currencies, primarily the Euro. These transactions are subject to foreign currency exchange rate fluctuations when translated into U.S. dollars. Assets and liabilities of our foreign entities are translated into U.S. dollars at exchange rates in effect at the balance sheet date, and income and expense items are translated at average rates for the applicable period. Therefore, fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. A hypothetical change of 10% in appreciation or depreciation in foreign currency exchange rates against the U.S. Dollar from the quoted foreign currency exchange rates at December 31, 2014 would not have a material impact on our financial results.

Periodically, we enter into short-term foreign currency forward contracts (derivatives) to offset foreign exchange gains and losses generated by the re-measurement of certain intercompany assets and liabilities denominated in non-functional currencies. These contracts are not designated as cash flow or fair value hedges and generally are for periods less than one year. Changes in the fair value of these derivatives, as well as re-measurement gains and losses on the underlying intercompany assets and liabilities, are recognized in our statements of operations within interest and other (expense) income, net. A hypothetical 10% change of the foreign exchange rates relative to the U.S. dollar, all other variables held constant, would not have a material impact on the fair value of our outstanding derivatives and our financial results.

While we have implemented certain strategies to mitigate certain risks related to the impact of fluctuations in foreign currency exchange rates, we cannot ensure that we will not recognize gains or losses from international transactions, as this risk is part of transacting business in an international environment. Our policy does not allow speculation in derivative instruments for profit or execution of derivative instrument contracts for which there are no underlying exposures. We do not use financial instruments for trading purposes and are not party to any leveraged derivatives. Not every exposure is or can be hedged and, where hedges are put in place based on expected foreign exchange exposure, they are based on forecasts for which actual results may differ from the original estimate. Failure to successfully hedge or anticipate currency risks properly could affect our consolidated operating results.

As we increase our operations in international markets, our exposure to potentially volatile movements in foreign currency exchange rates increases. The economic impact to us of foreign currency exchange rate movements is linked to variability in real growth, inflation, interest rates, governmental actions and other factors. These changes, if significant, could cause us to adjust our foreign currency risk strategies.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Carbonite, Inc.

Index to Consolidated Financial Statements

	Page
Report of Independent Registered Public Accounting Firm	44
Consolidated Balance Sheets	45
Consolidated Statements of Operations	46
Consolidated Statements of Comprehensive Loss	47
Consolidated Statements of Stockholders' Equity	48
Consolidated Statements of Cash Flows	49
Notes to Consolidated Financial Statements	50

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of
Carbonite, Inc.

We have audited the accompanying consolidated balance sheets of Carbonite, Inc. as of December 31, 2014 and 2013, 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, 2014. 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 Carbonite, Inc. at December 31, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, 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), Carbonite, Inc.'s internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated March 10, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 10, 2015

Carbonite, Inc.
Consolidated Balance Sheets

	December 31,	
	2014	2013
	(In thousands, except share and per share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 46,084	\$ 50,392
Marketable securities	15,031	14,994
Trade accounts receivable, less allowances for doubtful accounts of \$156 and \$93	2,412	1,876
Prepaid expenses and other current assets	5,224	3,122
Restricted cash	828	—
Total current assets	69,579	70,384
Property and equipment, net	25,944	22,111
Other assets	2,181	1,177
Acquired intangible assets, net	10,322	3,953
Goodwill	23,728	11,536
Total assets	\$ 131,754	\$ 109,161
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 7,346	\$ 3,810
Accrued expenses	10,506	8,156
Current portion of deferred revenue	75,494	69,498
Total current liabilities	93,346	81,464
Deferred revenue, net of current portion	15,930	14,502
Other long-term liabilities	7,940	374
Total liabilities	117,216	96,340
Commitments and contingencies (Note 11)		
Stockholders' equity:		
Preferred stock, \$0.01 par value; 6,000,000 shares authorized; no shares issued	—	—
Common stock, \$0.01 par value; 45,000,000 shares authorized at December 31, 2014 and 2013; 27,207,723 and 26,539,975 shares issued at December 31, 2014 and 2013, respectively	272	265
Additional paid-in capital	152,920	142,557
Accumulated deficit	(139,328)	(129,978)
Treasury stock, at cost (2,009 shares)	(22)	(22)
Accumulated other comprehensive income (loss)	696	(1)
Total stockholders' equity	14,538	12,821
Total liabilities and stockholders' equity	\$ 131,754	\$ 109,161

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

Carbonite, Inc.
Consolidated Statements of Operations

	Years Ended December 31,		
	2014	2013	2012
	(In thousands, except share and per share data)		
Revenue	\$ 122,620	\$ 107,194	\$ 84,043
Cost of revenue	38,567	34,881	29,060
Gross profit	84,053	72,313	54,983
Operating expenses:			
Research and development	24,132	20,919	19,925
General and administrative	17,862	14,275	9,928
Sales and marketing	49,882	47,349	42,719
Restructuring charges	762	322	1,345
Total operating expenses	92,638	82,865	73,917
Loss from operations	(8,585)	(10,552)	(18,934)
Interest and other (expense) income, net	(398)	2	38
Loss before income taxes	(8,983)	(10,550)	(18,896)
Provision for income taxes	(367)	(55)	(40)
Net loss	(9,350)	(10,605)	(18,936)
Basic and diluted net loss per share attributable to common stockholders	\$ (0.35)	\$ (0.41)	\$ (0.74)
Weighted-average number of common shares used in computing basic and diluted net loss per share	26,816,879	26,166,554	25,503,068

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

Carbonite, Inc.
Consolidated Statements of Comprehensive Loss

	Years Ended December 31,		
	2014	2013	2012
	(In thousands)		
Net loss	\$ (9,350)	\$ (10,605)	\$ (18,936)
Other comprehensive income:			
Net unrealized (loss) gain on marketable securities	(1)	(5)	2
Foreign currency translation adjustments	698	(5)	4
Total other comprehensive income (loss)	697	(10)	6
Total comprehensive loss	\$ (8,653)	\$ (10,615)	\$ (18,930)

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

Carbonite, Inc.
Consolidated Statements of Stockholders' Equity

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Treasury Stock	Accumulated Other Comprehensive Income	Total Stockholders' Equity
	Number of Shares	Amount					
<i>in thousands, except share data</i>							
Balance at December 31, 2011	25,137,342	\$ 251	\$ 127,807	\$ (100,437)	\$ (22)	\$ 3	\$ 27,602
Issuance of common stock in connection with stock option exercises	668,781	7	1,095				1,102
Stock-based compensation expense			4,157				4,157
Other comprehensive income						6	6
Net loss				(18,936)			(18,936)
Balance at December 31, 2012	25,806,123	\$ 258	\$ 133,059	\$ (119,373)	\$ (22)	\$ 9	\$ 13,931
Issuance of common stock in connection with stock option exercises	724,327	7	4,721				4,728
Issuance of common stock in connection with exercise of warrant	9,525						
Stock-based compensation expense			4,777				4,777
Other comprehensive loss						(10)	(10)
Net loss				(10,605)			(10,605)
Balance at December 31, 2013	26,539,975	\$ 265	\$ 142,557	\$ (129,978)	\$ (22)	\$ (1)	\$ 12,821
Stock options exercised and vesting of restricted stock units	667,748	7	4,232				4,239
Stock-based compensation expense			6,065				6,065
Tax benefits relating to share-based payments			66				66
Other comprehensive income						697	697
Net loss				(9,350)			(9,350)
Balance at December 31, 2014	<u>27,207,723</u>	<u>\$ 272</u>	<u>\$ 152,920</u>	<u>\$ (139,328)</u>	<u>\$ (22)</u>	<u>\$ 696</u>	<u>\$ 14,538</u>

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

Carbonite, Inc.
Consolidated Statements of Cash Flows

	Years Ended December 31,		
	2014	2013	2012
(In thousands)			
Operating activities			
Net loss	\$ (9,350)	\$ (10,605)	\$ (18,936)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	12,469	12,590	10,799
Gain (loss) on disposal of equipment	—	63	(41)
(Accretion) amortization of (discount) premium on marketable securities	(34)	(13)	158
Stock-based compensation expense	6,065	4,777	4,131
Provision for (reduction of) for reserves on accounts receivable	63	(24)	73
Non-cash restructuring charges	—	—	1,145
Other non-cash items, net	506	—	—
Changes in assets and liabilities, net of acquisitions:			
Accounts receivable	17	(303)	(332)
Prepaid expenses and other current assets	(830)	(586)	(575)
Other assets	(1)	(947)	42
Accounts payable	1,952	(1,395)	(611)
Accrued expenses	1,715	2,373	(1,151)
Other long-term liabilities	4,496	(99)	48
Deferred revenue	5,610	8,794	14,445
Net cash provided by operating activities	22,678	14,625	9,195
Investing activities			
Purchases of property and equipment	(14,495)	(9,801)	(13,417)
Proceeds from maturities of marketable securities	16,499	10,254	13,704
Purchases of marketable securities	(16,499)	(10,250)	(16,197)
(Increase) decrease in restricted cash	(828)	500	(500)
Payment for acquisitions, net of cash acquired	(15,803)	—	(13,392)
Net cash used in investing activities	(31,126)	(9,297)	(29,802)
Financing activities			
Proceeds from exercise of stock options	4,239	4,728	1,102
Net cash provided by financing activities	4,239	4,728	1,102
Effect of currency exchange rate changes on cash	(99)	(5)	4
Net (decrease) increase in cash and cash equivalents	(4,308)	10,051	(19,501)
Cash and cash equivalents, beginning of period	50,392	40,341	59,842
Cash and cash equivalents, end of period	\$ 46,084	\$ 50,392	\$ 40,341
Non cash investing and financing activities			
Acquisition of property and equipment included in accounts payable and accrued expenses	\$ 853	\$ 1,755	\$ 2,082

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

Notes to Consolidated Financial Statements

1. Nature of Business

Carbonite, Inc. (the “Company”) was incorporated in the State of Delaware on February 10, 2005 and is a provider of cloud and hybrid backup solutions. The Company’s solutions provide powerful features packaged in a simple, cost-effective and secure manner, and are designed to address the specific needs of small and medium sized businesses (SMBs) and individuals.

The Company views its operations and manages its business in one operating segment.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany accounts and transactions between the Company and its subsidiaries have been eliminated in consolidation. These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (GAAP).

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Although the Company regularly assesses these estimates, actual results could differ materially from these estimates. Changes in estimates are recorded in the period in which they become known. The Company bases its estimates on historical experience and various other assumptions that it believes to be reasonable under the circumstances. Actual results may differ from management’s estimates if past experience or other assumptions do not turn out to be substantially accurate, even if such assumptions are reasonable when made.

Translation of Foreign Currencies

The functional currency of the Company’s foreign subsidiaries is the local currency in which they operate. The financial statements of the Company’s foreign subsidiaries are translated into U.S. dollars. The Company translates assets and liabilities at the exchange rates in effect at period-end and revenues and expenses at the average exchange rates in effect during the period. Gains and losses from foreign currency translation are recorded as a component of other comprehensive loss.

Foreign currency transaction gains and losses are included in interest and other (expense) income, net in our consolidated statements of operations, net of losses and gains from any related derivative financial instruments.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to credit risk primarily consist of cash and cash equivalents, marketable securities, and accounts receivable. The Company maintains its cash and cash equivalents and marketable securities with high-quality financial institutions and, consequently, the Company believes that such funds are subject to minimal credit risk. Cash equivalents and marketable securities consist of investment grade debt securities or money market funds investing in such securities.

The Company sells its services primarily to consumer and small business customers. Payment for the majority of the Company’s sales occurs via credit card. The Company regularly reviews its accounts receivable related to customers billed on traditional credit terms and provides an allowance for expected credit losses. Due to these factors, no additional credit risk beyond amounts provided for collection losses is believed by management to be probable in the Company’s accounts receivable. At both December 31, 2014 and December 31, 2013, no customer represented 10% or more of the Company’s accounts receivable balance and no customer represented 10% or more of the Company’s revenue for all periods presented.

Revenue Recognition

The Company derives revenue from hybrid backup and recovery solutions subscription services. These services are standalone independent service solutions, which are generally contracted for a one - to three -year term. Subscription arrangements include access to use the Company’s services via the internet. The Company recognizes revenue in accordance with Accounting Standards Codification (“ASC”) 605-10, *Overall Revenue Recognition*. Subscription revenue is recognized ratably on a daily basis upon activation of service over the subscription period, when persuasive evidence of an arrangement with a customer exists, the subscription period has been activated, the price is fixed or determinable, and collection is reasonably assured. Deferred revenues represent payments received from customers for subscription services prior to recognizing the revenue related to those payments.

Cash Equivalents and Marketable Securities

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be the equivalent of cash for the purpose of balance sheet and statement of cash flows presentation.

Marketable securities consist of time deposits and U.S. treasury securities with maturities of more than 90 days . Short-term investments in marketable securities are classified as available-for-sale and are recorded at fair value with unrealized gains and losses (excluding other-than-temporary impairments) reported as a separate component of accumulated other comprehensive loss. Realized gains and losses and declines in value judged to be other-than-temporary are included in income based on the specific identification method. Fair value is determined based on quoted market prices. At both December 31, 2014 and 2013 , the Company's marketable securities have remaining maturities within two years and have a total cost basis of \$15.0 million .

The Company reviews its investments for other-than-temporary impairment whenever evidence indicates that an investment’s carrying amount is not recoverable within a reasonable period of time. There were no other-than-temporary impairments during the years ended December 31, 2014 , 2013 , and 2012 .

Property and Equipment

Property and equipment are stated at cost. Expenditures for repairs and maintenance are charged to expense as incurred. Upon retirement or sale, the cost of the assets disposed of and the related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the consolidated statement of operations. Depreciation and amortization is provided using the straight-line method over the estimated useful lives of the assets, which are as follows:

<u>Asset Classification</u>	<u>Estimated Useful Life</u>
Computer equipment	2 - 4 years
Software	3 years
Internal use software	2 - 4 years
Furniture and fixtures	5 years
Leasehold improvements	Shorter of useful life or remaining life of lease

Impairment of Long-Lived Assets

The Company reviews property and equipment and intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the recoverability of these assets is considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds its estimated fair value. The Company has not identified any impairment of its long-lived assets as of December 31, 2014 , 2013 , and 2012 .

Business Combinations

In accordance with ASC 805, *Business Combinations* (ASC Topic 805), the Company recognizes tangible and intangible assets acquired and liabilities assumed based on their estimated fair values. Determining these fair values requires management to make significant estimates and assumptions, especially with respect to intangible assets.

The fair value of identifiable intangible assets is based on detailed valuations that use information and assumptions provided by management, which reflect management’s best estimates of inputs and assumptions that a market participant would

use. The Company's identifiable intangible assets acquired consist of developed technology, customer relationships, tradenames, and non-compete agreements. Developed technology consists of products that have reached technological feasibility, and tradenames represent both acquired company and product names. Customer relationships represent the underlying relationships and agreements with customers of the acquired company's installed base. Non-compete agreements represent the protection against the loss of business and resultant cash flows from direct competition.

Goodwill and Acquired Intangible Assets

The Company records goodwill when consideration paid in a business acquisition exceeds the fair value of the net assets acquired. The Company's estimates of fair value are based upon assumptions believed to be reasonable at that time but that are inherently uncertain and unpredictable. Assumptions may be incomplete or inaccurate, and unanticipated events or circumstances may occur, which may affect the accuracy or validity of such assumptions, estimates or actual results.

Goodwill is not amortized, but rather is tested for impairment annually or more frequently at the reporting unit level if facts and circumstances warrant a review. The Company has determined that there is a single reporting unit for the purpose of conducting this goodwill impairment assessment. For purposes of assessing potential impairment, the Company estimates the fair value of the reporting unit (based on the Company's market capitalization) and compares this amount to the carrying value of the reporting unit (as reflected by the Company's total stockholders' equity). If the Company determines that the carrying value of the reporting unit exceeds its fair value, an impairment charge would be required. The Company's annual goodwill impairment test is at November 30th of each year. To date, the Company has not identified any impairment to goodwill.

Intangible assets acquired in a business combination are recorded at their estimated fair values at the date of acquisition. The Company amortizes acquired intangible assets over their estimated useful lives based on the pattern of consumption of the economic benefits or, if that pattern cannot be readily determined, on a straight-line basis. The Company reviews its intangible assets with definite lives for impairment when events or changes in circumstances indicate that the related carrying amount may not be recoverable. To date, the Company has not identified any impairment of our long-lived assets.

Internal-use Software and Website Development Costs

The Company follows the guidance of ASC 350-40, *Internal Use Software* and ASC 350-50, *Website Development Costs*, in accounting for its software and website development costs. The costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct and incremental, are capitalized until the application is substantially complete and ready for its intended use, at which point the costs are amortized over the estimated useful life of the software. As of December 31, 2014, the Company has capitalized \$1.0 million of costs associated with internal-use software and capitalized no such costs as of December 31, 2013. For the year ended December 31, 2014, the Company recorded \$0.1 million of amortization expense related to capitalized internal-use software. There was no amortization expense of capitalized amounts recorded for the years ended December 31, 2013 and 2012.

Advertising Expenses

The Company expenses advertising costs as incurred. During the years ended December 31, 2014, 2013, and 2012, the Company incurred approximately \$18.0 million, \$25.2 million, and \$24.1 million of advertising expense, respectively, which is included in sales and marketing expense in the accompanying statements of operations.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company specifically analyzes historical bad debts, the aging of the accounts receivable, creditworthiness, and current economic trends, to evaluate the allowance for doubtful accounts. Past due balances are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted, and the potential for recovery is considered remote. The Company also maintains an allowance for sales returns and credits to customers for which the Company has the ability to estimate based upon historical experience. The allowance is recorded as a reduction in revenue.

Income Taxes

The Company provides for income taxes under the liability method. Deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax

rates in effect when the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to reflect the uncertainty associated with their ultimate realization.

The Company accounts for uncertain tax positions recognized in the consolidated financial statements by prescribing a more-likely-than-not threshold for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return.

Segment Information

Operating segments are defined as components of an enterprise engaging in business activities for which discrete financial information is available and regularly reviewed by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company views its operations and manages its business in one operating segment. The Company does not disclose geographic information for revenue and long-lived assets as revenue and long-lived assets located outside the United States do not exceed 10% of total revenue and total assets.

Accounting for Stock-Based Compensation

The Company recognizes stock-based compensation as an expense in the financial statements based on the estimated fair value for stock-based awards granted over the requisite service periods for the individual awards, which generally equals the vesting periods. The Company uses the straight-line amortization method for recognizing stock-based compensation expense. The Company estimates the fair value of stock options on the date of grant using the Black-Scholes option-pricing model, and the fair value of option awards with market based vesting provisions on the date of grant using a lattice model with a Monte-Carlo simulation. These models require the use of highly subjective estimates and assumptions, including expected stock price volatility, expected term of an award, risk-free interest rate, and expected dividend yield. The grant date fair value of restricted stock units granted is based on the fair value of the underlying common stock on the date of grant.

Costs Associated with Exit Activities

The Company accounts for employee termination benefits that represent a one-time benefit in accordance with ASC Topic 420, *Exit or Disposal Cost Obligations* (ASC Topic 420). Other costs associated with exit activities include contract termination costs, including costs related to leased facilities to be abandoned or subleased, expensed in accordance with ASC Topic 420.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"), updated guidance and disclosure requirements for recognizing revenue. The new revenue recognition standard provides a five-step analysis of transactions to determine when and how revenue is recognized. The revenue standard is based on the principle that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance will be effective for the Company on January 1, 2017 and may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial adoption. The Company is currently assessing the potential impact of the adoption of ASU 2014-09 on its consolidated financial statements.

In July 2013, the FASB issued Accounting Standards Update 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* ("ASU 2013-11") to provide guidance on the presentation of unrecognized tax benefits. ASU 2013-11 requires an entity to present an unrecognized tax benefit, or a portion of an unrecognized tax benefit, as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward, except as follows: to the extent a net operating loss carryforward, a similar tax loss, or a tax credit carryforward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. The Company adopted ASU 2013-11 in the first quarter of fiscal 2014 and the impact was not material.

3. Net Loss per Share

The Company calculates basic and diluted net loss per share of common stock by dividing the net loss by the weighted average number of unrestricted common shares outstanding for the period. The following potentially dilutive common stock equivalents have been excluded from the computation of diluted weighted-average shares outstanding as of December 31, 2014, 2013, and 2012 as they would be anti-dilutive due to the Company's net losses (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Options to purchase common stock	3,330	3,322	3,294
Warrant	—	—	11
Restricted stock units	850	—	—
Total	4,180	3,322	3,305

4. Fair Value of Financial Instruments

Derivative Instruments

Non-designated Foreign Currency Contracts

The Company uses foreign currency forward contracts as part of our strategy to manage exposure related to foreign currency denominated intercompany monetary assets and liabilities. The Company has not designated these forward contracts as hedging instruments pursuant to ASC 815, *Derivatives and Hedging* and accordingly, we recorded the fair value of these contracts at the end of each reporting period in our consolidated balance sheet, with changes in the fair value recorded in earnings as interest and other (expense) income, net in our consolidated statement of operations. These currency forward contracts are entered into for periods consistent with currency transaction exposures, generally less than one year. At December 31, 2014, we had outstanding contracts with a total notional value of \$30.6 million.

The following table provides a quantitative summary of the fair value of derivative instruments not designated as hedging instruments as of December 31, 2014 (in thousands):

Description	Balance Sheet Classification	Fair Value	
		December 31, 2014	December 31, 2013
Non-Designated Hedging Instruments			
Foreign currency contracts	Prepaid expenses and other current assets	\$ 558	\$ —
Total derivative instruments		\$ 558	\$ —

The following tables summarize the gains related derivative instruments not designated as hedging instruments for the year ended December 31, 2014, 2013 and 2012 (in thousands):

	Location in Statement of Operations	Years Ended December 31,		
		2014	2013	2012
Foreign currency contracts	Interest and other (expense) income, net	\$ 807	\$ —	\$ —

Other Fair Value Measurements

The Company applies the guidance in ASC 820, *Fair Value Measurements and Disclosures*, (ASC 820), which provides that fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, ASC 820 establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Other inputs that are observable directly or indirectly, such as quoted prices for similar assets and liabilities or market corroborated inputs.

Level 3: Unobservable inputs are used when little or no market data is available, which requires the Company to develop its own assumptions about how market participants would value the assets or liabilities. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible in its assessment of fair value.

The Company's assets and liabilities that are measured at fair value on a recurring basis, by level, within the fair value hierarchy are summarized as follows (in thousands):

	December 31, 2014				December 31, 2013			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Cash equivalents—money market funds	\$ 15,643	\$ —	\$ —	\$ 15,643	\$ 15,644	\$ —	\$ —	\$ 15,644
Marketable securities—U.S. treasury securities and time deposits	—	15,031	—	15,031	—	14,994	—	14,994
Foreign currency exchange contracts	—	558	—	558	—	—	—	—
Total	\$ 15,643	\$ 15,589	\$ —	\$ 31,232	\$ 15,644	\$ 14,994	\$ —	\$ 30,638

The Company's investments in money market funds are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices. Our marketable securities and foreign currency exchange contracts are classified as Level 2 within the fair value hierarchy as they are valued using professional pricing sources for identical or comparable instruments, rather than direct observations of quoted prices in active markets.

5. Acquisitions

Our consolidated financial statements include the operating results for each acquired entity from its respective date of acquisition. The Company does not present pro forma financial information for these acquisitions given their results are not material to our consolidated financial statements.

2014 Acquisition

MailStore Software GmbH

On December 19, 2014, the Company completed the acquisition of all of the outstanding capital stock of MailStore Software GmbH (MailStore), for \$15.8 million, net of cash acquired. The Company believes that this transaction advances Company's plan for global expansion and enhances the Company's portfolio of continuity solutions for SMBs, adding email archiving and indexing solutions. The Company has maintained the employees of MailStore.

The results of operations for the acquisition have been included in the Company's operations since the date of acquisition and were not material for the periods presented.

The acquisition of MailStore has been accounted for as a business combination and, in accordance with ASC Topic 805, the Company has recorded the assets acquired and liabilities assumed at their respective fair values as of the acquisition date as follows (in thousands):

Cash acquired	\$	2,005
Accounts receivable		633
Prepaid and other		1,050
Deferred tax asset		588
Intangible assets		7,443
Goodwill		12,502
Total assets acquired		24,221
Less deferred revenue		1,861
Less other liabilities assumed		2,200
Less deferred tax liability		2,352
Net assets acquired	\$	17,808

Goodwill of \$12.5 million was recognized for the excess purchase price over the fair value of the net assets acquired. The goodwill recorded in connection with this transaction is primarily related to synergies expected to be achieved, the ability to leverage existing sales and marketing capacity and customer base with respect to the acquired product, as well as revenue and cash flow projections associated with future technologies. Goodwill from the acquisition of MailStore is included within the Company's one reporting unit and is included in the annual review for impairment. Goodwill is not deductible for tax purposes as this acquisition was a stock purchase.

Identifiable definite-lived intangible assets of \$7.4 million will be amortized on a straight-line basis over their estimated useful lives. Developed technology consists of products that have reached technological feasibility and tradenames represent acquired company and product names. The Company used the income approach to derive the fair value of the developed technology asset. The tradename intangible was valued using a relief from royalty method, which considers both the market approach and the income approach. Customer relationships represent the underlying relationships with certain customers to provide ongoing maintenance services for products sold. To value the customer relationships, the Company utilized the income approach, specifically a discounted cash-flow method known as the multiperiod excess earnings method. The following table presents the estimated fair values and useful lives of the identifiable intangible assets acquired:

	Amount	Weighted Average Useful Life	Risk-Adjusted Discount Rates used in Valuation
	(in thousands)	(in years)	
Developed technology	\$ 5,458	6	15.5%
Customer relationships	1,613	8	15.5%
Tradenames	372	6	15.5%
Total identifiable intangible assets	\$ 7,443		

2012 Acquisition

Zmanda, Inc.

In October 2012, the Company completed the acquisition of all of the outstanding capital stock of Zmanda, Inc (Zmanda), for \$13.4 million, net of cash acquired, which includes a deferred payment of \$0.4 million to certain employees contingent on the continued employment of such employees. The deferred payment has been recorded as compensation expense over the requisite employment period. The total purchase price of the acquisition was allocated to the tangible and identifiable intangible assets acquired and the net liabilities assumed based on their respective fair values on the acquisition date. The acquisition has enhanced its small business offering with the ability to backup databases and file systems to the cloud, and will enable small businesses to obtain all of the backup solutions that they need from one vendor. Zmanda's offerings provide IT resellers with affordable, secure, and easy to use solutions for data protection and recovery for their clients.

The results of operations for the acquisition have been included in the Company's operations since the date of acquisition and were not material for the periods presented.

The aggregate purchase price was \$14.4 million , including \$1.0 million of cash acquired. The Company recognized the acquisition as follows (in thousands):

Cash acquired	\$	958
Accounts receivable		346
Prepaid and other		33
Property and equipment		19
Intangible assets		4,130
Goodwill		10,022
Total assets acquired		15,508
Less fair value of liabilities assumed		1,158
Net assets acquired	\$	14,350

Goodwill of \$10.0 million was recognized for the excess purchase price over the fair value of the net assets acquired. The goodwill recorded in connection with this transaction is primarily related to the expected synergies to be achieved related to the Company's small business product offerings and the ability to leverage existing sales and marketing capacity and customer base with respect to the acquired Zmanda service. Goodwill from the acquisition of Zmanda is included within the Company's one reporting unit and is included in the annual review for impairment. Goodwill is not deductible for tax purposes as this acquisition was a stock purchase.

Identifiable intangible assets of \$4.1 million are amortized based upon the pattern in which economic benefits related to such assets are realized, however, amounts are not less than straight-line. Developed technology consists of products that have reached technological feasibility and tradenames represent acquired company and product names. The developed technology and tradename intangibles were valued using the relief from royalty method, which considers both the market approach and the income approach. Customer relationships represent the underlying relationships and agreements with customers of the acquired company's installed based. To value the customer relationships, the Company utilized the income approach, specifically a variation of the discounted cash-flow method known as the multiperiod excess earnings method. Non-compete agreements represent the protection against the loss of business and resultant cash flows from direct competition. The comparative business valuation method was used to value the non-compete agreements. The following table presents the estimated fair values and useful lives of the identifiable intangible assets acquired:

	Amount	Weighted Average Useful
	(in thousands)	Life
		(in years)
Developed technology	\$ 2,100	8
Customer relationships	1,400	7
Tradenames	400	8
Non-compete agreements	230	3
Total identifiable intangible assets	\$ 4,130	7.4

6. Goodwill and Acquired Intangible Assets

As of December 31, 2014 and 2013, the carrying amount of goodwill is \$23.7 million and \$11.5 million , respectively. The following is a rollforward of our goodwill balance (in thousands):

	December 31,	
	2014	2013
Balance at beginning of fiscal period	\$ 11,536	\$ 11,536
Goodwill acquired	12,502	—
Effect of foreign exchange rates	(310)	—
Balance at end of fiscal period	\$ 23,728	\$ 11,536

Goodwill is not amortized. The Company reviews goodwill for impairment at least annually in the fourth quarter, or on an interim basis if an event or circumstance occurs indicating the potential for impairment. The Company completed the annual impairment review as of November 30, 2014 by estimating the fair value of the reporting unit (based on the Company's market capitalization) and comparing this amount to the carrying value of the reporting unit (as reflected by the Company's total stockholders' equity). The Company determined that goodwill was not impaired. To date, the Company has had no impairments of goodwill.

Purchased intangible assets consist of the following (in thousands):

	Weighted-Average Estimated Useful Life (in years)	December 31, 2014			December 31, 2013		
		Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Developed technology	6.4	\$ 8,303	\$ 1,200	\$ 7,103	\$ 2,980	\$ 761	\$ 2,219
Customer relationships	7.3	3,153	695	2,458	1,580	401	1,179
Tradename	7.0	763	108	655	400	58	342
Non-compete agreements	3.8	380	274	106	380	167	213
		<u>\$ 12,599</u>	<u>\$ 2,277</u>	<u>\$ 10,322</u>	<u>\$ 5,340</u>	<u>\$ 1,387</u>	<u>\$ 3,953</u>

The Company recorded amortization expense of \$0.9 million, \$0.9 million and \$0.3 million for the years ended December 31, 2014, 2013 and 2012, respectively. Amortization relating to developed technology is recorded within cost of revenue, amortization of customer relationships is recorded within sales and marketing expenses, and amortization of tradenames and non-compete agreements is recorded within general and administrative expenses. Future estimated amortization expense of acquired intangibles is as follows (in thousands):

2015	\$ 1,974
2016	1,752
2017	1,627
2018	1,607
2019	1,564
Thereafter	1,798
	<u>\$ 10,322</u>

7. Property and Equipment

Property and equipment consists of the following (in thousands):

	December 31,	
	2014	2013
Computer equipment	\$ 60,169	\$ 54,994
Software	2,204	1,911
Furniture and fixtures	1,862	668
Leasehold improvements	8,608	1,276
Internal-use software	988	—
Appliances	65	—
Total property and equipment	<u>73,896</u>	<u>58,849</u>
Less accumulated depreciation and amortization	<u>(47,952)</u>	<u>(36,738)</u>
Property and equipment, net	<u>\$ 25,944</u>	<u>\$ 22,111</u>

Depreciation expenses were \$11.6 million, \$11.7 million, and \$10.5 million for the years ended December 31, 2014, 2013, and 2012, respectively.

8. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	December 31,	
	2014	2013
Accrued media spend	\$ 1,827	\$ 2,989
Accrued compensation	2,288	1,201
Accrued restructuring	325	—
Accrued tax liabilities	2,394	1,971
Accrued consulting and professional fees	1,579	1,021
Accrued other expenses	2,093	974
Total accrued expenses	\$ 10,506	\$ 8,156

9. Stock-based Awards

The Company’s 2005 Stock Incentive Plan (the 2005 Plan) provided for granting of incentive stock options, non-qualified options, restricted stock, or other awards to the Company’s employees, officers, directors, and outside consultants up to an aggregate of 3,601,551 shares of the Company’s common stock. In conjunction with the effectiveness of the 2011 Equity Award Plan (the 2011 Plan), the Company’s Board of Directors voted that no further stock options or other equity-based awards would be granted under the 2005 Plan.

The Company’s 2011 Plan provides for the issuance of stock options, restricted stock, and other stock-based awards to the employees, officers, directors, and consultants of the Company or its subsidiaries. In connection with the approval of the plan, the Company reserved 1,662,000 shares of common stock for issuance under the 2011 Plan. On January 1st of each year, beginning on January 1, 2012, the number of shares reserved under the 2011 Plan will increase by the lesser of 1,500,000 shares, 4.0% of the outstanding shares of common stock and common stock equivalents, or another amount determined by the Company’s Board of Directors.

As of December 31, 2014, 79,965 shares of common stock were available for future grant under the 2011 Plan.

Stock Options

Stock options granted to employees generally vest over a three - or four -year period, and expire ten years from the date of grant. Certain option awards provide for accelerated vesting if there is a change of control, as defined in the 2011 Plan, as applicable. The Company has generally granted stock options at exercise prices not less than the fair market value of its common stock on the date of grant.

The Company records compensation expense related to stock options based on the estimated fair value of the stock option on the date of grant over the service periods for the individual awards, which generally equals the vesting periods. The Company uses the straight-line amortization method for recognizing stock-based compensation expenses.

Determining the appropriate fair value model and calculating the fair value of stock-based payment awards requires the use of highly subjective estimates and assumptions, including the estimated fair value of the Company’s common stock. Following its IPO, the Company used the quoted market price of its common stock to establish fair value of the common stock underlying stock options. Prior to the IPO, because there was no public market for the Company’s common stock, the Company’s Board of Directors determined the fair value of the Company’s common stock with input from management, based on the report of an unrelated third-party valuation specialist.

The Company estimates the fair value of stock options on the date of grant using the Black-Scholes option-pricing model. This model requires the use of highly subjective estimates and assumptions, including expected stock price volatility, expected term of an award, risk-free interest rate, and expected dividend yield.

The assumptions used to estimate the fair value of the stock options using the Black-Scholes option-pricing model were as follows for the years ended December 31, 2014, 2013, and 2012:

	Years Ended December 31,		
	2014	2013	2012
Weighted-average exercise price	\$ 10.45	\$ 10.95	\$ 9.03
Weighted-average grant-date fair value	\$ 5.33	\$ 5.58	\$ 4.73
Black-Scholes Assumptions			
Risk-free interest rate	1.88% to 2.10%	0.95% to 1.71%	0.83% to 1.33%
Expected dividend yield	—	—	—
Expected volatility	51% to 53%	54%	55% to 57%
Expected term (in years)	5.8 to 6.1	5.8 to 6.1	5.5 to 6.1

Risk-Free Interest Rate

The Company bases the risk-free interest rate that it uses in the option valuation model on U.S. Treasury zero-coupon issues with remaining maturities similar to the expected term of the options.

Expected Dividend Yield

The Company has not paid, and does not anticipate paying, cash dividends on shares of common stock; therefore, the expected dividend yield is assumed to be zero in the option valuation model.

Expected Volatility

Until the Company's IPO, as there had been no public market for the Company's common stock, the Company determined the volatility for options granted based on an analysis of reported data for a peer group of companies that issued options with substantially similar terms. Beginning at the time of the Company's IPO, the expected volatility of options granted has been determined using a combination of the historical volatility measures of this peer group of companies for a period equal to the expected term of the option.

Expected Term

The Company has limited public historical information to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior for its stock option grants. As a result, for stock option grants made during the years ended December 31, 2014, 2013, and 2012 the expected term was estimated using the "simplified method." The simplified method is based on the average of the vesting tranches and the contractual life of each grant.

Forfeitures

The Company is required to estimate forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. The Company uses historical data to estimate pre-vesting option forfeitures and records stock-based compensation expense only for those awards that are expected to vest.

The following table summarizes stock option activity under stock incentive plans:

	Number of Shares	Weighted-Average Exercise Price per Share	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in thousands) (2)
Outstanding at December 31, 2013	3,321,784	\$ 9.97		\$ 7,738
Granted	834,500	10.45		
Exercised	(618,325)	6.84		
Cancelled	(457,520)	10.63		
Outstanding at December 31, 2014	3,080,439	\$ 10.63	7.74	\$ 11,456
Exercisable as of December 31, 2014	1,473,799	\$ 10.51	6.97	\$ 5,614
Vested and expected to vest as of December 31, 2014 (1)	2,732,972	\$ 10.60	7.62	\$ 10,226

- (1) Represents the number of vested stock options as of December 31, 2014 , plus the number of unvested stock options expected to vest as of December 31, 2014 , based on the unvested stock options outstanding at December 31, 2014 , adjusted for estimated forfeitures.
- (2) The aggregate intrinsic value is calculated as the positive difference between the exercise price of the underlying stock options and the fair market value of the Company's common stock on December 31, 2012 , December 31, 2013 , and December 31, 2014 .

The total intrinsic value of options exercised during the years ended December 31, 2014 , 2013 , and 2012 was approximately \$3.2 million , \$4.4 million , and \$4.9 million , respectively.

As of December 31, 2014 , 2013 , and 2012 , there was approximately \$16.9 million , \$8.1 million , and \$9.4 million , respectively, of unrecognized stock-based compensation cost, net of estimated forfeitures, related to unvested stock options that is expected to be recognized over a weighted-average period of 2.45 , 2.68 , and 2.38 years, respectively. The total unrecognized stock-based compensation cost will be adjusted for future changes in estimated forfeitures.

Restricted Stock Units

The Company recognizes non-cash compensation expense over the vesting term of restricted stock units. The fair value is measured based upon the number of units and the closing price of the Company's common stock underlying such units on the dates of grant. During 2014, the Company granted 920,115 restricted stock units, which includes a grant of 450,000 restricted stock units relating to the hiring of our new president and chief executive officer. Upon vesting and settlement, each restricted stock unit entitles the holder to receive one share of common stock. Total stock-based compensation expense recognized for the restricted stock units was \$0.8 million for the year ended December 31, 2014 .

The following table summarizes all restricted stock unit activity:

	Number of Shares	Weighted Average Grant Date Fair Value
Unvested as of December 31, 2013	—	\$ —
Restricted stock units granted	920,115	12.56
Restricted stock units vested	(22,423)	10.25
Restricted stock units cancelled	(48,073)	10.63
Unvested restricted stock units as of December 31, 2014	849,619	\$ 12.73

Options with Market Based Vesting Conditions

In connection with the hiring of a new president and chief executive officer, the Company granted 250,000 options with market based vesting conditions at an exercise price equal to the fair market value per share of the common stock on the date of grant, \$ 14.44 . The vesting of these options is based on target market prices of the common stock. There are four targets to be achieved, \$ 15.00 , \$ 17.50 , \$ 20.00 , and \$ 22.50 , with 62,500 , or 25% , of the total options vesting at each target. The options shall

vest on the first day after the completion of a period of twenty consecutive days in which the common stock has reached a target price, based upon the closing price.

The Company estimates the fair value of options with market based vesting conditions on the date of grant using a lattice model with a Monte-Carlo simulation. The model requires the use of subjective estimates and assumptions, including grant price, expected volatility, risk-free interest rate and dividend yield. The assumptions used to estimate the fair value of the options with market based vesting conditions were as follows:

	Year ended December 31,	
	2014	
Weighted-average exercise price	\$	14.44
Weighted-average grant-date fair value	\$	7.41
<u>Lattice Model Assumptions</u>		
Expected Volatility		51%
Risk-free interest rate		2.29%
Expected dividend yield		—

The Company recognizes the stock-based compensation expense on options with market based vesting conditions in our consolidated statements of operations on a straight-line basis over the derived service period. Total stock-based compensation expense recognized for the options with market based vesting conditions was \$0.2 million for the year ended December 31, 2014.

Stock-based Compensation Expense

Stock-based compensation is reflected in the consolidated statement of operations as follows for the years ended December 31, 2014, 2013, and 2012 (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Cost of revenues	\$ 539	\$ 508	\$ 440
Research and development	1,285	955	1,199
General and administrative	3,216	2,250	1,579
Sales and marketing	1,025	1,064	913
	<u>\$ 6,065</u>	<u>\$ 4,777</u>	<u>\$ 4,131</u>

10. Income Taxes

The domestic and foreign components of income (loss) before provision for income taxes were as follows (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Domestic	\$ 2,953	\$ (10,703)	\$ (17,990)
Foreign	(11,936)	153	(906)
Total	<u>\$ (8,983)</u>	<u>\$ (10,550)</u>	<u>\$ (18,896)</u>

The components of the provision for income taxes are as follows (in thousands):

	Years Ended December 31,		
	2014	2013	2012
Current:			
Federal	\$ 211	\$ —	\$ —
State	239	14	—
Foreign	5	1	—
	<u>455</u>	<u>15</u>	<u>—</u>
Deferred:			
Federal	\$ (89)	\$ 40	\$ 40
State	1	—	—
Foreign	—	—	—
	<u>(88)</u>	<u>40</u>	<u>40</u>
Provision for income taxes	<u>\$ 367</u>	<u>\$ 55</u>	<u>\$ 40</u>

A reconciliation of income taxes computed using the U.S. federal statutory rate to that reflected in operations follows:

	Years Ended December 31,		
	2014	2013	2012
Expected income tax benefit using U.S. federal statutory rate	34.0 %	34.0 %	34.0 %
Change in the valuation allowance	79.9	(28.6)	(29.6)
Nondeductible stock-based compensation	(8.0)	(5.1)	(2.9)
State taxes, net of federal benefit	(2.1)	3.0	5.4
Foreign rate differential	(30.7)	—	—
Corporate restructuring	(55.3)	—	—
Income tax credits	5.1	3.1	2.8
Provision for tax reserves	(17.6)	—	—
State net operating loss expiration	(8.1)	(13.0)	(0.8)
Other	(1.3)	6.1	(9.1)
	<u>(4.1)%</u>	<u>(0.5)%</u>	<u>(0.2)%</u>

Components of the Company's deferred tax assets and liabilities are as follows (in thousands):

	2014	2013
Deferred tax assets:		
Net operating loss carryforwards	\$ 34,908	\$ 45,361
Research and development tax credit carryforwards	4,120	5,278
Deferred revenue	6,538	5,763
Stock compensation	2,540	—
Other	114	—
Total deferred tax assets	48,220	56,402
Valuation allowance for deferred tax assets	(46,532)	(55,328)
Total deferred tax assets, net of valuation allowance	1,688	1,074
Deferred tax liabilities:		
Amortization	(3,289)	(591)
Other	(164)	(587)
Total deferred tax liabilities	(3,453)	(1,178)
Net deferred tax liabilities	\$ (1,765)	\$ (104)

For the year ended December 31, 2014, the Company recorded a deferred federal tax benefit of \$89 thousand, related to the generation of an alternative minimum tax (AMT) credit, for which a valuation allowance was not established as the Company could look to the deferred tax liability related to the amortization of goodwill as a source of taxable income. For the year ended December 31, 2013, the Company recorded a deferred federal tax provision of \$40 thousand, related to tax amortization of goodwill. As of December 31, 2014, the Company had U.S. federal, state and foreign net operating loss carryforwards of \$100.2 million, \$57.8 million, and \$11.5 million, respectively. Included in the federal and state net operating loss carryforward is \$9.2 million and \$7.7 million that relates to excess tax deductions from stock-based payments, the tax benefit of which will be recorded as an increase in additional paid-in capital when the deductions reduce current taxes payable. The Federal net operating loss carryforwards will expire at various dates beginning in 2027 through 2034. State net operating loss carryforwards will expire at various dates beginning in 2021 through 2034. At December 31, 2014, the Company had approximately \$4.6 million of federal and state research and development tax credit carryforwards available to reduce future income taxes payable, which will expire at various dates beginning in the year 2025 through 2034. As of December 31, 2014 the Company also had federal AMT credits of approximately \$235 thousand, which can be carried forward indefinitely.

Management of the Company has evaluated the positive and negative evidence bearing upon the realizability of its deferred tax assets. As required by the provisions of ASC Topic 740, *Income Taxes* (ASC Topic 740), management has determined that it is more-likely-than-not that the Company will not utilize the benefits of federal, state and foreign deferred tax assets for financial reporting purposes. Accordingly, the deferred tax assets have been fully reserved at December 31, 2014 and 2013. The valuation allowance (decreased) increased approximately \$(8.8) million and \$4.0 million during the years ended December 31, 2014 and 2013, respectively, due primarily to changes in the net operating loss carryforwards.

Future changes in Company ownership may limit the amount of net operating loss carryforwards and research and development credit carryforwards that can be utilized annually to offset future taxable income and taxes, respectively. In general, an ownership change, as defined by Section 382 of the Internal Revenue Code of 1986, as amended, results from transactions increasing the ownership of certain shareholders or public groups in the stock of a corporation by more than 50 percentage points over a three-year period. Based upon the Company's analysis as of December 31, 2014, there was no ownership change experienced during 2014.

Unrecognized Tax Benefits

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

Gross UTB Balance at December 31, 2013	\$ —
Additions based on tax positions related to the current year	(698)
Acquisition	(677)
Additions for tax positions of prior years	(1,240)
Reductions for tax positions of prior years	—
Settlements	—
Reductions due to lapse of applicable statute of limitations	—
Gross UTB Balance at December 31, 2014	\$ (2,615)

The Company's accounting for uncertain tax positions is based on a determination of whether and how much of a tax benefit taken by the Company in its tax filings or positions is more-likely-than-not to be realized following resolution of any potential contingencies present related to the tax benefit. As of December 31, 2014, the Company had a total amount of unrecognized tax benefits of \$2.6 million, of which \$2.3 million represents the amount of unrecognized tax benefits that, if recognized, would favorably affect the effective income tax rate in future periods.

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2014, the Company had no accrued interest or penalties related to uncertain tax positions and no amounts have been recognized in the Company's consolidated statements of operations. The statute of limitations for assessment by the Internal Revenue Service (IRS) and state tax authorities is open for tax years ending December 31, 2011, 2012, 2013 and 2014, although carryforward attributes that were generated prior to tax year 2011 may still be adjusted upon examination by the IRS or state tax authorities if they either have been or will be used in a future period. The statute of limitations for assessments by foreign taxing authorities is generally not open for years prior to 2010, although carryforward attributes that were generated prior to tax year 2010 may still be adjusted upon examinations.

The Company is subject to U.S. Federal income tax and various state and local taxes in both domestic and foreign jurisdictions. In the normal course of business, the Company is subject to examination by taxing authorities within these jurisdictions. The IRS completed its audit of the Company's U.S. Federal income tax return for the tax year ended December 31, 2011 during 2014. The closing of the audit did not result in any proposed adjustments or assessments of tax relating to the 2011 tax year.

The Company does not reasonably expect that the unrecognized tax benefit will change significantly within the next twelve months.

As of December 31, 2014, a deferred tax liability has not been established for approximately \$355 thousand of cumulative undistributed earnings of non-U.S. subsidiaries, which are expected to be reinvested indefinitely in operations outside the U.S. Determination of the unrecognized deferred tax liability on unremitted earnings is not practical due to uncertainty regarding the remittance structure, the mix of earnings and earnings for profit pools in the year of remittance, and overall complexity of the calculation.

11. Commitments and Contingencies**Operating Leases**

The Company leases various facilities under leases that expire at varying dates through 2024. Certain of these leases contain renewal options, and require the Company to pay operating costs, including property taxes, insurance, and maintenance.

The Company has lease agreements to rent office space in Boston, Massachusetts (corporate headquarters), Lewiston, Maine, Sunnyvale, California, Munich, Germany and Viersen, Germany. The Company has lease agreements to rent data center space in Wakefield, Massachusetts, Phoenix, Arizona, and Chandler, Arizona. The Company also maintained a hosting service agreement with a third-party data center vendor in Somerville, Massachusetts, which ended on January 31, 2015. The terms of

several of these leases include escalating rent and free rent periods. Accordingly, the Company recorded a deferred rent liability related to the free rent and escalating rent payments, and rent is being recognized on a straight-line basis over the terms of the leases. At December 31, 2014 and 2013, \$4.8 million and \$0.5 million is included in accrued expenses and other long-term liabilities related to the deferred rent, respectively.

In May 2014, the Company entered into a lease agreement for its new corporate headquarters in Boston, Massachusetts. The initial term of the lease of ten years and one month expires on December 31, 2024, and the Company has the option to extend the original term of the lease for one successive five-year period. Upon execution of the lease agreement, the Company was required to post a security deposit of \$0.8 million, which the Company will maintain as a letter of credit. The Company's landlord can draw against this letter of credit in the event of default by the Company. The facility was made available to the Company to begin its build-out on June 1, 2014, and as such, the Company began recording rent expense at that time. In accordance with the lease, the Company received a tenant improvement allowance. The rent expense is recorded net of the allowance over the term of the lease. The leasehold improvements associated with the initial build-out are being amortized over the initial term of the lease. Any additional leasehold improvements made during the course of occupancy will be amortized over the shorter of the useful life or remaining life of the lease.

Future non-cancellable minimum lease payments under all operating leases as of December 31, 2014, are as follows (in thousands):

Years Ended December 31,	Office Leases	Data Center Leases	Total
2015	\$ 3,022	\$ 3,037	\$ 6,059
2016	3,476	856	4,332
2017	2,081	817	2,898
2018	2,181	275	2,456
2019	2,184	—	2,184
Thereafter	10,468	—	10,468
	<u>\$ 23,412</u>	<u>\$ 4,985</u>	<u>\$ 28,397</u>

At December 31, 2014, the Company subleased certain office space to third parties, which sublease income will offset lease payments included in the table above. Total sublease income under contractual terms is \$2.1 million, with both the sublease and the underlying lease expiring in December 2016.

Other Non-cancellable Commitments

As of December 31, 2014, the Company had non-cancellable commitments to vendors primarily consisting of advertising, marketing and broadband services contracts, as follows (in thousands):

Years Ended December 31,	Commitments
2015	\$ 4,408
2016	666
2017	555
2018	83
2019	—
	<u>\$ 5,712</u>

Litigation

In August 2010, Oasis Research, LLC, or Oasis Research, filed a lawsuit against us and several of our competitors and other online technology companies in the U.S. District Court for the Eastern District of Texas, alleging that our cloud backup storage services, and the other companies' products or services, infringe certain of Oasis Research's patents. Oasis Research sought an award for damages in an unspecified amount. A trial was held in March 2013 and a jury verdict was returned against Oasis Research that found all of the asserted patents invalid. On January 8, 2015, the magistrate judge granted Oasis Research's Motion for Judgment as a Matter of Law under Rule 50(b) and Alternative Request for a New Trial under Rule 59(a). The

Company is currently reviewing the order with outside counsel. We are not able to assess with certainty the outcome of this lawsuit or the amount or range of potential damages or future payments associated with this lawsuit at this time.

In the ordinary course of business the Company is involved in litigation incidental to its business; however, the Company's management is not aware of any other pending legal proceeding or other loss contingency, whether asserted or unasserted, affecting the Company for which it might become liable or the outcome of which management expects to have a material impact on the Company.

12. Restructuring

In the fourth quarter of 2014, the Company exited office space and relocated its corporate headquarters. The relocation was made to facilitate growth of the Company and the related increase in headcount. In association with the exit of the former office space, the Company recorded a charge of \$0.4 million at the cease-use date in accordance with ASC Topic 420, *Exit or Disposal Cost Obligations*. Also during the fourth quarter, the Company recorded costs to optimize the operating efficiencies of its data centers which included the exit of a facility and relocation of its equipment to an existing data center. As a result of these efforts, there were costs totaling \$0.4 million in the fourth quarter of 2014.

In March 2012, the Company closed its Boston, Massachusetts data center and transitioned the computer equipment and operations located at that facility to its other Massachusetts data centers. The transition was designed to take advantage of cost-reducing and operating efficiency opportunities. Activities related to the closure were initiated in the first quarter of 2012 and were complete by the end of 2013. In May 2012, Markley Boston, LLC (Markley) filed a lawsuit against the Company in Massachusetts Superior Court seeking \$1.6 million in damages related to the Company's termination of a data center license in connection with the closure. On July 17, 2013, the Company entered into a confidential agreement with Markley, pursuant to which the complaint was dismissed by Markley with prejudice on October 4, 2013. The execution of the closure resulted in total charges of \$1.4 million, of which \$0.2 million was for expenses to relocate the Company's computer equipment, and required cash outlays of \$1.4 million. These expenses have been recorded through the restructuring line within the Company's 2013 consolidated statements of operations.

In November 2012, the Company adopted a plan to restructure its workforce in China as part of its commitment to reduce costs and enhance long-term profitability. Activities related to this effort were initiated in the third quarter of 2012 and are expected to be substantially complete by the second quarter of 2014. The Company estimates that the restructuring of the workforce will result in total charges of \$0.4 million, and that \$0.4 million of the charges will result in future cash outlays, of which \$0.3 million in payments have been made to date. Charges of \$0.3 million have been recorded since the beginning of this restructuring, of which \$0.2 million were attributable to termination benefits and \$0.1 million to consulting fees. These expenses have been recorded through the restructuring line within the Company's consolidated statements of operations.

As of December 31, 2014 and 2013, the Company had \$0.3 million accrued related to restructuring. As of December 31, 2013, the Company had no amounts accrued related to restructuring.

13. Retirement Plan

The Company has a 401(k) defined contribution savings plan for its employees who meet certain employment status and age requirements. The plan allows participants to defer a portion of their annual compensation on a pre-tax basis. Effective January 1, 2012, the Company elected to make a matching contribution of up to 4% of each employee's wages. For the periods ending December 31, 2014, 2013 and 2012, the total expense for the Company's matching contributions to the plan was \$0.9 million, \$0.7 million, and \$0.6 million, respectively.

14. Subsequent Events

On December 24, 2014, Copper Holdings, Inc., a wholly owned subsidiary of j2 Global, Inc. ("j2"), commenced an unsolicited tender offer to acquire all of the outstanding shares of our common stock. The tender offer was subsequently withdrawn. On January 8, 2015, our Board of Directors adopted a Rights Agreement, pursuant to which "rights" are issued to all Company common shareholders that, if activated upon an attempted unfriendly acquisition, would deter and thereby minimize the risk of, any potential hostile takeovers. We have also received notices of director nominations from Engine Capital, L.P. and j2 Global.

15. Quarterly Information (Unaudited)

Quarterly results of operations are as follows (in thousands, except per share amounts):

	For the three months ended:							
	Dec. 31, 2014	Sept. 30, 2014	June 30, 2014	March 31, 2014	Dec. 31, 2013	Sept. 30, 2013	June 30, 2013	March 31, 2013
Statements of Operations Data:								
Revenue	\$ 31,914	\$ 31,274	\$ 30,295	\$ 29,137	\$ 28,787	\$ 27,683	\$ 26,216	\$ 24,508
Gross profit	\$ 21,913	\$ 21,689	\$ 20,574	\$ 19,877	\$ 20,098	\$ 18,784	\$ 17,761	\$ 15,670
(Loss) income from operations	\$ (4,615)	\$ (481)	\$ (2,547)	\$ (942)	\$ 341	\$ (1,177)	\$ (2,305)	\$ (7,411)
Net (loss) income	\$ (5,133)	\$ (699)	\$ (2,536)	\$ (982)	\$ 318	\$ (1,187)	\$ (2,317)	\$ (7,419)
Basic and diluted net (loss) income per share	\$ (0.19)	\$ (0.03)	\$ (0.09)	\$ (0.04)	\$ 0.01	\$ (0.05)	\$ (0.09)	\$ (0.29)

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

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2014. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of December 31, 2014, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management’s Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act as a process designed by, or under the supervision of our principal executive and principal financial officers and effected by our board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and disposition of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and board of directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our 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.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2014. Management based its assessment on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (COSO).

Management’s assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of MailStore Software GmbH, which is included in the December 31, 2014 consolidated financial statements of Carbonite, Inc. and constituted less than 3 percent of total assets as of December 31, 2014 and less than 1 percent of total revenues, for the year then ended.

Based on management’s assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2014. The certifications of our Chief Executive Officer and Chief Financial Officer attached as

Exhibits 31.1 and 31.2 to this Annual Report on Form 10-K include, in paragraph 4 of such certifications, information concerning our disclosure controls and procedures and internal controls over financial reporting.

Ernst & Young LLP, an independent registered public accounting firm, has issued a report on our internal control over financial reporting, which is included below.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Annual Report on Form 10-K that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of
Carbonite, Inc.

We have audited Carbonite, Inc.'s internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Carbonite, 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 Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

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

A company's internal control over financial reporting is a process designed 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.

As indicated in the accompanying Management's Annual Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of MailStore Software GmbH, which is included in the 2014 consolidated financial statements of Carbonite, Inc. and constituted less than 3 percent of total assets as of December 31, 2014 and less than 1 percent of total revenues for the year then ended. Our audit of internal control over financial reporting of Carbonite, Inc. also did not include an evaluation of the internal control over financial reporting of MailStore Software GmbH.

In our opinion, Carbonite, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, 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 Carbonite, Inc. as of December 31, 2014 and 2013, 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, 2014 of Carbonite, Inc. and our report dated March 10, 2015 expressed an unqualified opinion thereon.

Boston, Massachusetts
March 10, 2015

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item will be contained in our definitive proxy statement to be filed with the Securities and Exchange Commission in connection with our 2015 annual meeting of stockholders (the Proxy Statement), which is expected to be filed not later than 120 days after the end of our fiscal year ended December 31, 2014, and is incorporated in this Annual Report on Form 10-K by reference.

We have adopted a Code of Business Conduct and Ethics that applies to all of our directors, officers and employees, including our principal executive officer and principal financial officer. The Code of Business Conduct and Ethics is posted on our website at <http://investor.carbonite.com/governance.cfm>.

We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of this Code of Business Conduct and Ethics by posting such information on our website, at the address and location specified above and, to the extent required by the listing standards of The NASDAQ Stock Market, by filing a Current Report on Form 8-K with the SEC, disclosing such information.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item will be set forth in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

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

The information required by this item will be set forth in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

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

The information, if any, required by this item will be set forth in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item will be set forth in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) Financial Statements

See Index to Consolidated Financial Statements on page 44 of this Annual Report on Form 10-K, which is incorporated into this Item by reference.

(a)(3) Exhibits

See Exhibit Index to this Annual Report on Form 10-K, which is incorporated into this Item by reference. Each management contract or compensatory plan or arrangement required to be filed has been identified.

(b) Exhibits

See Exhibit Index to this Annual Report on Form 10-K, which is incorporated into this Item by reference.

(c) Financial Statement Schedules

No schedules are submitted because they are not applicable, not required or because the information is included in the Consolidated Financial Statements or Notes to Consolidated Financial Statements.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CARBONITE, INC.

Dated: March 10, 2015

By: /s/ Mohamad Ali
Mohamad Ali
Chief Executive Officer

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

Table of Contents

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mohamad Ali</u> Mohamad Ali	Chief Executive Officer and Director (Principal Executive Officer)	March 10, 2015
<u>/s/ Anthony Folger</u> Anthony Folger	Chief Financial Officer (Principal Financial Officer)	March 10, 2015
<u>/s/ Cassandra Hudson</u> Cassandra Hudson	Chief Accounting Officer (Principal Accounting Officer)	March 10, 2015
<u>/s/ David Friend*</u> David Friend	Executive Chairman and Director	March 10, 2015
<u>/s/ Jeffry Flowers*</u> Jeffry Flowers	Director	March 10, 2015
<u>/s/ Charles Kane*</u> Charles Kane	Director	March 10, 2015
<u>/s/ Todd Krasnow*</u> Todd Krasnow	Director	March 10, 2015
<u>/s/ Timothy Clifford*</u> Timothy Clifford	Director	March 10, 2015
<u>/s/ Pravin Vazirani*</u> Pravin Vazirani	Director	March 10, 2015
<u>/s/ Stephen Munford*</u> Stephen Munford	Director	March 10, 2015

March 10, 2015

*By: /s/ Mohamad Ali

*Mohamad Ali Attorney-in-Fact

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1(1)	Share Purchase Agreement relating to all shares in MailStore Software GmbH, dates as of December 12, 2014.
3.1(2)	Amended and Restated Certificate of Incorporation of Carbonite, Inc.
3.2(3)	Amended and Restated By-Laws of Carbonite, Inc.
3.3(4)	Certificate of Designations, Preferences and Rights of Series A Junior Participating Preferred Stock of Carbonite, Inc.
4.1(5)	Form of Common Stock Certificate.
4.2(6)	Third Amended and Restated Investors' Rights Agreement by and among Carbonite, Inc. and the persons and entities listed on Exhibit A attached thereto, dated as of December 24, 2009.
4.3(7)	Form of Indenture.
4.4(8)	Rights Agreement with American Stock Transfer & Trust Company, LLC, dated as of January 9, 2015.
10.1(3)#	Amended and Restated 2005 Stock Incentive Plan and Form of Incentive Stock Option Agreement, Nonqualified Stock Option Agreement, and Stock Restriction Agreement under the Amended and Restated 2005 Stock Incentive Plan.
10.2(3)#	2011 Equity Award Plan and Form of Incentive Stock Option Agreement, Nonqualified Stock Option Agreement, and Stock Restriction Agreement under the 2011 Equity Award Plan.
10.3(6)#	Form of Indemnification Agreement by and between Carbonite, Inc. and each of its directors and executive officers.
10.4(6)#	Severance Agreement with David Friend, dated as of May 3, 2011.
10.5	Amended and Restated Office Lease by Trustees of Church Realty Trust to Carbonite, Inc., dated as of October 17, 2011.
10.6(9)	Commercial Lease with Lewiston Properties, LLC, dated as of May 13, 2011.
10.7(10)	Turn Key Datacenter Lease with GIP Wakefield, LLC, dated as of June 3, 2011.
10.8(11)	Turn Key Datacenter Lease with Digital Phoenix Van Buren, LLC, dated as of November 29, 2011.
10.9(12)	First Amendment to the Datacenter Lease with GIP Wakefield, LLC, dated as of September 15, 2011.
10.10(13)	Second Amendment to the Datacenter Lease with GIP Wakefield, LLC, dated as of March 31, 2012.
10.11(14)	Third Amendment to the Datacenter Lease with GIP Wakefield LLC, dated as of June 11, 2012.
10.12(15)#	Offer Letter with Anthony Folger, dated as of November 21, 2012.
10.13(16)†	Fourth Amendment to the Datacenter Lease with GIP Wakefield, LLC, dated as of February 14, 2013.

<u>Exhibit No.</u>	<u>Description</u>
10.14(17)†	Turnkey Datacenter Lease with Digital 2121 South Price, LLC, dated as of December 31, 2013.
10.15(18)†	Fifth Amendment to the Datacenter Lease with GIP Wakefield, LLC, dated as of February 6, 2014.
10.16(19)#	Form of Restricted Stock Unit Agreement under the 2011 Equity Award Plan.
10.17(20)	Indenture of Lease by and Between Abbey Lafayette Operating LLC and Carbonite, Inc. dated as of May 5, 2014.
10.18(21)#	Form of Stock Restriction Agreement under the 2011 Equity Award Plan.
10.19(22)#	Amended and Restated Offer Letter with Danielle Sheer, dated as of August 1, 2014.
10.20(23)#	Promotion Letter Agreement with Cassandra Hudson, dated October 28, 2014.
10.21(24)†	Sixth Amendment to the Datacenter Lease with GIP Wakefield, dated as of September 30, 2014.
10.22(25)#	Employment Agreement with David Friend, dated January 8, 2015.
10.23(26)#	Executive Employment Agreement with Mohamad Ali, dated December 3, 2014, as amended January 8, 2015.
10.24#	Amended and Restated Offer Letter with Peter Lamson, dated March 9, 2015.
21.1	List of subsidiaries.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.
24.1	Power of Attorney.
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certifications of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certifications of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.
(1)	Filed as the same numbered exhibit to Registrant's Current Report on Form 8-K with the Securities and Exchange filed with the Securities and Exchange Commission on December 15, 2014, and incorporated herein by reference.
(2)	Filed as the same numbered exhibit to Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 10, 2011, and incorporated herein by reference.
(3)	Filed as the same numbered exhibit to Amendment No. 2 to Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on July 13, 2011, and incorporated herein by reference.
(4)	Filed as Exhibit 3.1 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 9, 2015 and incorporated herein by reference.
(5)	Filed as the same numbered exhibit to Amendment No. 3 to Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on July 25, 2011, and incorporated herein by reference.
(6)	Filed as the same numbered exhibit to Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on May 12, 2011, and incorporated herein by reference.
(7)	Filed as Exhibit 4.5 to Registrant's Registration Statement on Form S-3 filed with the Securities and Exchange Commission on November 19, 2013, and incorporated herein by reference.
(8)	Filed as Exhibit 4.5 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 9, 2015, and incorporated herein by reference.
(9)	Filed as Exhibit 10.13 to Amendment No. 1 to Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on June 15, 2011, and incorporated herein by reference.
(10)	Filed as Exhibit 10.14 to Amendment No. 1 to Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on June 15, 2011, and incorporated herein by reference.

Table of Contents

- (11) Filed as Exhibit 10.17 to Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 7, 2012, and incorporated herein by reference.
- (12) Filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 3, 2012, and incorporated herein by reference.
- (13) Filed as Exhibit 10.2 to Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 3, 2012, and incorporated herein by reference.
- (14) Filed as Exhibit 10.24 to Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 6, 2013, and incorporated herein by reference.
- (15) Filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 2, 2013, and incorporated herein by reference.
- (16) Filed as Exhibit 10.19 to Registrant's Annual Report on Form 10-K with the Securities and Exchange Commission on March 5 2014, and incorporated herein by reference.
- (17) Filed as Exhibit 10.24 to Registrant's Annual Report on Form 10-K with the Securities and Exchange Commission on March 5 2014, and incorporated herein by reference.
- (18) Filed as Exhibit 10.25 to Registrant's Annual Report on Form 10-K with the Securities and Exchange Commission on March 5 2014, and incorporated herein by reference.
- (19) Filed as Exhibit 10.28 to Registrant's Annual Report on Form 10-K with the Securities and Exchange Commission on March 5 2014, and incorporated herein by reference.
- (20) Filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q with the Securities and Exchange Commission on May 6, 2014, and incorporated herein by reference.
- (21) Filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 4, 2014, and incorporated herein by reference.
- (22) Filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q with the Securities and Exchange Commission on August 5, 2014, and incorporated herein by reference.
- (23) Filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 3, 2014, and incorporated herein by reference.
- (24) Filed as Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 6, 2014, and incorporated herein by reference.
- (25) Filed as Exhibit 99.1 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 9, 2015, and incorporated herein by reference.
- (26) Filed as Exhibit 99.2 to Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 9, 2015, and incorporated herein by reference.

Indicates a management contract or compensatory plan.

† Portions of this exhibit have been omitted pending a determination by the Securities and Exchange Commission as to whether these portions should be granted confidential treatment.

Amended and Restated

Office Lease

by

Trustees of Church Realty Trust, *Landlord*

to

Carbonite, Inc. *Tenant*

of

Premises

being the 2nd, 3rd, 14th, 15th and 19th floors

of

177 Huntington Avenue

Boston, Massachusetts

Dated as of: October 17, 2011

This cover page is for identification only and is not part of the Lease.

AMENDED AND RESTATED OFFICE LEASE (“Lease”) by Barbara F. Burley, Harley L. Gates, and Robert A. Herlinger, as they are all of the Trustees of Church Realty Trust (“Landlord”) and Carbonite, Inc. (“Tenant”), as each is further described below, dated as of October 17, 2011.

RECITALS

A. By a lease dated as of June 25, 2009 by and between Landlord and Tenant (the “14th and 15th Floor Lease”), Tenant has agreed to lease from Landlord the 14th and 15th floors of the 26 story office building known and numbered as 177 Huntington Avenue in Boston, Massachusetts (the “Building”).

B. By a lease dated as of May 20, 2010 by and between Landlord and Tenant (the 3rd Floor Lease”), Tenant has agreed to lease from Landlord the 3rd floor of the Building.

C. Landlord and Tenant have each agreed to incorporate the 14th and 15th Floor Lease and the 3rd Floor Lease into this Lease and the 14th and 15th Floor Lease and the 3rd Floor Lease shall, upon execution of this Lease, be deemed amended and restated and incorporated in their entirety into the terms and conditions set forth in this Lease.

D. Landlord has also agreed to lease the 2nd Floor and 19th Floor of the Building to Tenant and Tenant has agreed to lease same from Landlord on the terms and conditions set forth in this Lease.

E. Unless otherwise expressly provided herein, all terms and conditions set forth in this Lease shall apply equally to each floor comprising the Premises as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1 . Reference Data and Definitions

When used in this Lease, the following terms will have the meanings specified in this Section 1:

1.1. Landlord . Trustees of Church Realty Trust, under Deed of Trust dated May 2, 1946, recorded with Suffolk Registry of Deeds, Book 6223, Page 545 (the “Deed of Trust”).

1.2. Tenant. Carbonite, Inc., a Delaware corporation.

1.3. Property. The Building and the land immediately adjoining the Building, including adjacent sidewalks.

1.4. Premises. 7,955 rentable square feet of space on each of the 2nd, 3rd, 14th, 15th and 19th floors of the Building, more particularly shown on the Floor Plans attached as Exhibit A and as more particularly described in Description of Premises that appears as part of Exhibit A. The parties agree that an aggregate of 39,775 square feet is a reasonable approximation of the rentable area of the Premises and further agree that neither party will be entitled to change that number based on a re-measurement of the Premises.

1.5. Common Areas. The Common Areas of the Property are: the Land between Huntington Avenue and the Building, the ground floor lobby, all passenger elevators, the freight elevator, all emergency stairs between the Premises and the ground floor, bathrooms open to all other users of the Building, and, subject to Section 6, the escalator between the lobby and the underground garage.

1.6. Term. The floors comprising the Premises shall be leased for the respective terms set forth below:

(a) 14th and 15th Floors – approximately six years and nine months, beginning on the Commencement Date set forth for such floors in Section 1.7(a) and ending in all events at 5:00 p.m. local time on December 31, 2016.

(b) 3rd Floor – approximately five years and nine months, beginning on the Commencement Date set forth for such floor in Section 1.7(b) and ending in all events at 5:00p.m. local time on December 31, 2016.

(c) 19th Floor – approximately five years and three months, beginning on the Commencement Date set forth for such floor in Section 1.7(c) and ending in all events at 5:00p.m, local time on December 31, 2016.

(d) 2nd Floor – approximately four years and three months, beginning on the Commencement Date set forth for such floor in Section 1.7(d) and ending in all events at 5:00p.m. local time on December 31, 2016.

Except as provided in Section 23 below, Tenant will have no right to extend the Term for any floor of the Premises beyond the last day of the applicable Term described above.

1.7. Commencement Date.

(a) 14th and 15th Floors – September 21, 2009

(b) 3rd Floor – September 24, 2010

(c) 19th Floor - The earlier of (i) the date on which Tenant occupies any portion of the Premises located on the 19th Floor and begins conducting business therein and (ii) October 17, 2011, except as this date may be changed as provided in Section 5 below, or such other date on or after the date hereof as the parties may agree in writing; provided, however, only early occupancy rent shall be due in the early occupancy prior to October 17, 2011.

(d) 2nd Floor – The earlier of (i) the date on which Tenant occupies any portion of the Premises located on the 2nd Floor and begins conducting business therein and (ii) October 1, 2012, except as this date may be changed as provided in Section 5 below, or such other date on or after the date hereof as the parties may agree in writing.

(e) Tenant's entry into the Premises located on the 2nd or 19th Floor on or after the date of this Lease to install furniture and equipment as provided in Section 1.20 will not be deemed to be occupancy of the Premises for purposes of this Section 1.7.

1.8. Termination Date. The Term will end at 5:00 p.m. local time, December 31, 2016, or as earlier terminated.

1.9. Rent . "Rent" means the Rent and the early occupancy rent described in Exhibit B attached hereto for the rent periods specified therein, together with all other amounts that Tenant may be required to pay to Landlord under this Lease.

Rent will be paid as provided in Section 3.

1.10. Permitted Uses. Administrative, executive, and general office uses by Tenant and Tenant's employees, contractors, and agents, and for no other use.

1.11. Uses Not Permitted. Notwithstanding the Permitted Uses, neither Tenant nor any other person or entity claiming through Tenant and having a right to possess, use, or occupy the Premises or Building shall at any time in, on, or around the Premises or Building (i) manufacture, develop, sell, display, prescribe, dispense or distribute any type of alcoholic beverages, tobacco products, narcotics, pharmaceuticals or other medical products, equipment or services, (ii) engage in or promote gambling activities, (iii) sell, offer, provide, display, dispense, publish, manufacture, or distribute any publication, product, or service that is pornographic, lewd, obscene, or otherwise objectionable in the sole, unfettered judgment and discretion of Landlord or its affiliates, or (iv) other than use by Landlord or any of its affiliates, use the Premises or Building for activities in support or promotion of a particular religious denomination or organization.

1.12. Restricted Affiliations. Neither Tenant nor any other person or entity claiming through Tenant and having a right to possess, use, or occupy the Premises or Building shall at any time (i) be affiliated with any entity or organization whose principal business is any of the activities referenced in Section 1.11 (i)-(iii) above, whether or not conducted in, on, or around the Premises or Building. As used in this Section 1.12, to be

affiliated with any entity or organization means to control, to be controlled by, or to be under common control with such entity or organization.

1.13. Security Deposit. The initial amount of the Security Deposit as of the date hereof for the Premises is \$80,000.00 in cash or immediately available funds, \$45,000.00 of which Tenant has previously delivered to Landlord in connection with the 14th and 15th Floor Lease, and \$35,000.00 of which will be delivered by Tenant to Landlord concurrently with the execution of this Lease. An additional \$20,000.00 in cash or immediately available funds shall be delivered to Landlord by Tenant to be held as part of the Security Deposit upon the earlier of (i) the date on which Tenant occupies any portion of the Premises located on the 2nd Floor and begins conducting business therein and (ii) January 1, 2013, The parties agree that such Security Deposit shall on and after the date hereof be deemed to apply to all of the Premises for the purposes set forth in Section 17.6 hereof. Notwithstanding the foregoing, Tenant will have the option at any time after the date hereof, upon ten (10) days' prior written notice to Landlord, to substitute a letter of credit in the face amount of the cash Security Deposit referred to above. Upon receipt of a duly executed letter of credit in form and content reasonably acceptable to Landlord as provided in Section 17.7 hereof, Landlord shall promptly return to Tenant the outstanding balance of the cash Security Deposit then being retained by Landlord. Thereafter, Section 17.6 shall be of no further force or effect and the Security Deposit shall consist solely of such letter of credit and be governed for all purposes by Section 17.7 hereof.

1.14. Landlord's Notice Address

Trustees of Church Realty Trust
Attn: Harley L. Gates, P01-20
210 Massachusetts Avenue
Boston, MA 02115

1.15. Tenant's Notice Address

Carbonite, Inc.
Attention: Andrew Keenan
177 Huntington Avenue, Suite 1500
Boston, MA 02115-3153

With a copy delivered to
Carbonite Legal
Legal@Carbonite.com

1.16. Brokers. None.

1.17. Required Insurance Amount. A minimum combined single limit of liability of not less than \$2,000,000 per occurrence and a general aggregate limit (combined primary and excess) of at least \$2,000,000.

1.18. Rules and Regulations. The Rules and Regulations attached hereto as Exhibit C, to which Landlord may from time to time make reasonable changes, additions or deletions with prior written notice to Tenant.

1.19. Normal Business Hours. 8:00 a.m. to 6:00p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday, legal holidays excepted. The reception desk in the lobby of the Building will be staffed from 8:15 am to 5:00 pm, Monday through Friday, excluding holidays.

1.20. Installation of Furniture and Equipment. After the date of this Lease, Tenant may, without the payment of any Rent or early occupancy rent, enter the Premises from time to time solely for the purposes of installing furniture and equipment and performing the work described in Section 1.21 below, in each case at the times and on the conditions specified by Landlord.

1.21. Telephone and Data Line Connections. Tenant acknowledges that approximately six weeks is required to establish connections with telephone and data utility lines (the "tel/data service").

2. Lease of Premises; Quiet Enjoyment. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Terms, at the Rent and upon the other terms and conditions of this Lease. Upon paying the Rent and observing the other obligations of Tenant hereunder, Tenant may peaceably occupy the Premises during the applicable Term for each floor comprising the Premises, without disturbance by Landlord or persons claiming through or under Landlord.

3. Payment of Rent

3.1. Monthly Installments. Except as otherwise expressly provided herein with respect to early occupancy rent, Tenant shall pay the Rent to Landlord in equal monthly installments in advance, on the first day of each calendar month in the amounts set forth on Exhibit B, without offset, notice or demand, at Landlord's Notice Address or such other address as Landlord designates by notice to Tenant. Rent for any partial month at the beginning of each Term will be determined on a per diem basis at the initial monthly rental rate applicable to the corresponding floor or floors (without taking into consideration the Rent payable for other floors comprising the Premises at such time), and will be due on the first day of the following calendar month. Rent for any partial month at the end of the Term will be determined on a per diem basis at the monthly rental rate for the previous month applicable to the corresponding floor or floors (without taking into consideration the Rent payable for other floors comprising the Premises at such time), and will be due on the first day of that previous month.

3.2. Late Payment . If Tenant does not pay any Rent when due hereunder, Tenant shall pay Landlord an administration fee in the amount of \$500.00. In addition, past due Rent will accrue interest at prime plus 3% per annum, and Tenant shall pay Landlord a reasonable fee for any checks returned by Tenant's bank for any reason.

3.3. Gross Lease . This Lease is a so-called “gross lease” such that Tenant’s payment of Rent is inclusive of all real estate taxes, operating costs (other than cleaning), expenses, and, as and to the extent provided in Section 10, below, utilities; provided, however, that Tenant will be responsible for the cost of all maintenance and repair within the Premises as provided in Section 8, below. The cost of cleaning the Premises will be charged for separately under the Amended and Restated Contract for Cleaning Services referred to in Section 10.3, below.

4. Condition of Premises. Landlord represents and warrants to Tenant, as of each Commencement Date under this Lease, that (i) the Premises and all Building systems serving the Premises, including, but not limited to, electrical, mechanical, plumbing, lighting and HVAC, are in good working order and condition and (ii) the Premises are adequately served by utility connections for electricity, water and sewer. Except as otherwise provided in this Section 4, Landlord shall deliver the Premises “as is”, but in broom clean condition with a building standard directory in the lobby of the Building for Tenant and all other tenants in the Building from time to time, and with all Building systems serving the Premises in good working order and condition. Landlord shall deliver possession of the Premises located on the 2nd floor with new carpet, lighting, window shades, kitchenette space with counter, sink and cabinet (but no appliances), a tel/data cabinet/enclosure (as mutually agreed by the Landlord and Tenant), a card reader to provide access from the front internal stairwell, newly painted ceiling throughout and walls in back of such Premises, and certain pre-existing partitions (as mutually agreed by the Landlord and Tenant).

5. Postponement of Commencement Date; Failure to Deliver.

5.1 Postponement of Commencement Date. Tenant is concurrently with the execution of this Amended Lease paying Landlord a non-refundable fee of \$10,000.00 for the right to postpone the Commencement Date with respect to the 2nd Floor from October 1, 2012 to January 1, 2013. If Tenant elects to exercise this right to change such Commencement Date, it shall provide Landlord no later than September 1, 2012 written notice of such exercise. Thereafter, the Commencement Date shall be the earlier of (i) the date on which Tenant occupies any portion of the Premises located on the 2nd Floor and begins conducting business therein and (ii) January 1, 2013.

5.2 Failure to Timely Deliver Premises. If Landlord fails to deliver possession of the Premises located on the 2nd or 19th floors to Tenant on or before the corresponding Commencement Date set forth in Section 1.7 hereof, Tenant may terminate this Lease with respect to such floor by 30 days’ notice to Landlord at any time thereafter before the date on which possession is delivered to Tenant, which termination will be Tenant’s sole remedy for Landlord’s failure to deliver possession of such portion of the Premises hereunder. If this Lease has not terminated with respect to the 2nd or 19th floor as a result of Tenant’s termination before the date on which possession of the Premises located on such floor is delivered by Landlord, the Commencement Date will be the date

on which Landlord delivers possession of the 2nd or 19th floor to Tenant in the condition specified for such floor in Section 4 above. Landlord and Tenant will promptly execute a Commencement Date Certificate to memorialize the actual Commencement Date for each of the 2nd and 19th floors.

6. Use by Tenant; Access.

6.1 Uses of Premises and Common Areas; Access. Tenant may use the Premises only for Tenant's Permitted Uses, in full compliance with applicable legal requirements and the Building Rules and Regulations, and will obtain, at Tenant's expense, any required permits, licenses and approvals required by Tenant's Permitted Uses other than those that Landlord is required to obtain in order to fulfill its obligations under this Lease. Tenant may also use those portions of the Common Areas of the Property reasonably necessary for access to the Premises, as from time to time reasonably designated by Landlord. Landlord reserves the right to make any changes in the Common Areas which Landlord deems appropriate, provided that such changes do not materially impair Tenant's use of the Premises. Landlord reserves the right to take the escalator between the ground floor lobby and the parking garage out of service either temporarily or permanently, and Landlord and Tenant agree that any interruption or termination of service will not be deemed a material impairment either of Tenant's use of the Premises or of the parking garage. Tenant will have access to the Premises 24 hours a day, each day of the week; access to the Premises will be by means of a fully integrated proximity badge system. Landlord shall maintain a security office in the Building that will be staffed 24 hours a day, each day of the week, for such period of time after the date hereof as Landlord shall in its sole discretion determine. Tenant will not cause or permit any waste or damage to the Premises or cause or permit any invitee of Tenant to cause any waste or damage to the Property, or make any use of the Premises or the Property which, by noise, odor, vibration or otherwise might interfere with the use of the Property by others entitled thereto or lead to an increase in premiums for Landlord's insurance, and shall maintain the Premises and the Property free and clear of liens and encumbrances attributable to the acts or omissions of Tenant. Landlord will have the right to enter the Premises at reasonable times on reasonable notice to inspect the Premises, to wash exterior windows, to observe or care for birds nesting on the Building, to perform Landlord's obligations, and to show the Premises to prospective tenants, purchasers and mortgagees.

6.2 Parking. Tenant's rights to use the underground parking garage will be as provided in the Parking License Agreements dated as of June 25, 2009 and May 20, 2010 entered into by Landlord as Licensor and Tenant as Licensee concurrently with the execution of the 14th and 15th Floor Lease and 3rd Floor Lease, respectively.

7. Tenant Improvements

7.1 Installation. Tenant may install improvements in the Premises, subject to Landlord's approval of Tenant's plans, specifications, contractors, and schedule ("Tenant's Improvements"), which approval shall be given by Landlord within 15 days of

Tenant's request and shall not be unreasonably withheld, conditioned or delayed; Landlord may condition any such approval on Tenant's removal of some or all of Tenant's Improvements before the end of the Term as provided in Section 7.2, below. All Tenant's Improvements made or work done by Tenant within the Building will be at Tenant's sole cost and expense. All improvements will be made in a good and workmanlike manner and in accordance with all applicable legal requirements.

7.2. Removal. All Tenant's Improvements shall remain in the Premises at the end of the Term without compensation to Tenant, provided that Tenant, at its expense, shall remove, on or before the Termination Date, any electronic, fiber, telephone and data cabling and related equipment installed by or for the benefit of Tenant. Tenant shall also remove, at its expense, (a) any improvements identified by Landlord in the course of reviewing Tenant's plans and specifications therefore as requiring removal, as provided in Section 7.1, above, and (b) any improvements installed by Tenant, which, in Landlord's reasonable judgment, are not standard office improvements and are of a nature that would require material removal and repair costs and identified by Landlord for removal at the time of giving its approval. Tenant shall repair any damage caused by the installation or removal of the wires, cables, equipment, and other improvements.

8. Maintenance of the Premises by Tenant. Subject to the other provisions of this Section 8, Tenant shall maintain the non-structural portions of each floor comprising the Premises, including those systems or parts of systems that serve such floors exclusively, in the same condition as exist on the corresponding Commencement Date (or when installed, if installed after the Commencement Date) for such floor or floors or such better condition as such floor or floors or such systems may be placed in during the Term, in full compliance with all applicable legal requirements, subject to reasonable wear and tear and other matters described in this Section 8. Tenant will promptly replace any damaged glass in the interior windows and doors of the Premises. Tenant will not be responsible for damage caused by fire or other cause of loss, for structural or other capital repairs or replacements or for repairs or replacements to any portion of the systems of the Building other than those that serve any floor included in the Premises exclusively, and, subject to the following qualification, for reasonable wear and tear. Notwithstanding that Tenant will not be responsible for reasonable wear and tear, Tenant will be responsible to maintain the Premises in good and serviceable condition suitable to their Permitted Uses, and to make such repairs from time to time as are necessary to that end. All repairs by Tenant will be made in a good and workmanlike manner, reasonably satisfactory to Landlord, and in compliance with all applicable legal requirements. Tenant shall pay for all maintenance and repairs for which Tenant is responsible.

9. Maintenance of Property by Landlord. Subject to Section 6.1 above and Section 19 below, Landlord shall maintain the roof, structural elements, exterior walls, exterior window components, including glass, stairways, elevators, common corridors, rest rooms and other common areas to which Tenant and all other users of the Building have access, the common systems and equipment of the Property, and, subject to Section 8, above, the Building systems serving the Premises, including, but not limited to, electrical,

mechanical, plumbing, lighting and HVAC, in at least the same condition as on the corresponding Commencement Date for each floor or floors comprising the Premises, subject to reasonable wear and tear, and subject to Section 19, below, to damage by fire and other causes of loss. Landlord shall also maintain the interior common areas serving the Premises in a reasonably clean and orderly condition and the exterior walkways that serve the Premises reasonably free of ice and snow; provided, however, that Landlord will have no responsibility to maintain, repair or replace those portions of such systems that are located within and exclusively serve any floor included in the Premises.

10. Landlord's Services

10.1. General. Landlord will furnish to the Premises during Normal Business Hours (**a**) heat, ventilating and air-conditioning, at temperatures reasonably adequate for general office uses (the "Premises HVAC Supply"), subject to Section 10.2, below, (**b**) electrical service reasonably adequate for general office uses, (**c**) hot and cold water to restrooms, (**d**) elevator service, (**e**) recycling containers, (**f**) lighting, and, (**g**) security for the Common Areas. The cost of providing all of the foregoing to the Property during Normal Business Hours will be included in the Rent. Landlord will make the Premises HVAC Supply available to the Premises outside of Normal Business Hours at a cost to Tenant of \$50.00 per hour. Landlord will not be liable for any interruption of utility services to the Premises, nor will any such interruption constitute a termination of this Lease or an actual or constructive eviction of Tenant. Landlord will use reasonable efforts to avoid or limit such interruptions to the extent that such interruptions are within Landlord's reasonable power or control and subject to the reasonable operational requirements of the Property. If there is an interruption in utility services: (i) for which Landlord is responsible or which Landlord could, with reasonable efforts, have prevented; (ii) that materially affects Tenant's use and enjoyment of the Premises; and, (iii) which interruption in service is not restored within five days, Tenant shall be entitled to an abatement of Rent with respect to the floor or floors affected until such service is restored.

10.2 Premises HVAC Supply. Landlord and Tenant acknowledge that the Premises HVAC Supply for each floor of the Premises has the capacity to provide adequate heat, ventilation, and air-conditioning to that floor when occupied by up to 50 people. If Tenant chooses to occupy any floor of the Premises with more than 50 people, Tenant acknowledges that the Premises HVAC Supply may prove to be inadequate in that circumstance.

10.3 Cleaning. Cleaning of the Premises will be provided under a separate Amended and Restated Contract for Cleaning Services of even date herewith between Landlord and Tenant.

11. Surrender of Premises; Holding Over.

11.1 Surrender by Tenant. On the Termination Date, subject to Sections 7 and 8, above, Tenant shall vacate and surrender the Premises to Landlord in the same condition that existed at the beginning of Tenant's occupancy (except as specifically provided in this Lease), free of Tenant's personal property and broom clean. As further provided in Section 7.2, above, Tenant will remove all alterations made by Tenant and repair any damage to the Premises resulting from such removal unless Landlord instructs Tenant to leave some or all of such alterations in place, in which event, such alterations will become the property of Landlord without compensation, provided that Tenant will always have the right and obligation to remove its trade fixtures and business equipment. If any of Tenant's property remains within the Property after the Termination Date, it may be retained by Landlord without compensation, or may be removed and either stored or disposed of by Landlord and Tenant will reimburse Landlord upon demand for all expenses incurred in connection therewith.

11.2 Holding Over. As an inducement to Landlord to enter into this Lease, Tenant covenants to vacate and surrender the Premises on or before the Termination Date as provided in Section 11.1 above. If Tenant fails to so vacate and surrender the Premises, Tenant will be a daily tenant at sufferance as of the day following the Termination Date, for which Tenant shall pay for the first 30 days of such holding over, for each day's use and occupancy, daily in arrears, at a rate equal to 150% of the daily rent rate in effect under this Lease for the last month of the Term and beginning on the 31st day of such holding over and thereafter at a rate equal to 200% of the daily rent rate in effect under this Lease for the last month of the Term. Tenant shall also pay to Landlord all damages, direct and indirect, sustained by Landlord as a result of Tenant's holding over for more than 30 days; otherwise, such occupancy by Tenant will be on the same terms and conditions as under this Lease, so far as applicable. Landlord and Tenant agree that, as a daily tenant at sufferance, Tenant will not be entitled to notice to quit or to remove Tenant's property from the Premises, and Landlord may immediately commence any action or actions to compel the removal of Tenant and Tenant's possessions and to collect damages resulting from Tenant's holding over for more than 30 days, for use and occupation, or for any other sums then due Landlord. Landlord's acceptance of any payment from Tenant on account of such holding over, however characterized, will not be deemed an acceptance of rent nor as a recognition of Tenant's right to occupy the Premises.

12. Hazardous Materials. Tenant will not cause, or permit any other person claiming or admitted to the Property through Tenant to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property. "Hazardous Materials" means any material or substance which: (a) is or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (b) contains or derives from petroleum, polychlorinated biphenyls (PCB's) or asbestos; (c) is radioactive or infectious; or (d) has toxic, reactive, ignitable or corrosive characteristics. "Environmental Laws" means all legal requirements relating to or imposing liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment.

Notwithstanding the foregoing, normal and reasonable quantities of Hazardous Materials generally and customarily used in connection with Tenant's Permitted Uses may be introduced to the Premises provided such Hazardous Materials are stored, used and disposed of in compliance with Environmental Laws and all other applicable legal requirements. Tenant will be responsible for and will hold Landlord harmless and indemnified against any claim, damage, cost, liability or penalty related to any Hazardous Materials introduced to or released on or about the Property by Tenant or by any person claiming or admitted to the Property through Tenant, whether or not permitted by the preceding sentence or otherwise approved by Landlord.

13. Risk of Loss; Indemnification. To the maximum extent permitted by law, but subject to Section 14.6 below and subject to the provisions of the remaining sentences of this Section 13, **(a)** Tenant agrees that it will occupy the Premises at its own risk, and that Landlord will not be liable to Tenant, or to any person claiming or admitted to the Premises through Tenant, for injury or death to persons, or loss or damage to property of any nature whatsoever, and **(b)** Tenant waives and will indemnify Landlord against any claim for bodily injury or death or damage to property, including reasonable legal fees, by Tenant or by any person claiming under or admitted to the Premises through Tenant, while at the Premises, including, without limitation, Tenant's employees, agents, contractors and invitees, except to the extent the same was caused by the willful misconduct, gross negligence or negligence of Landlord. To the maximum extent permitted by law, but subject to Section 14.6 below and subject to the provisions of the remaining sentences of this Section 13, Landlord shall save harmless, exonerate and indemnify Tenant, its contractors, agents and employees from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation, or public authority on account of injury, death, damage or loss to person or property in or upon the Premises, Building or Property to the extent caused by the willful misconduct, gross negligence, or negligence of Landlord, its agents and employees, except to the extent the same was caused by the willful misconduct, gross negligence or negligence, of Tenant, its agents and employees. In respect of all of the foregoing, Landlord shall indemnify Tenant from and against all costs, expenses (including reasonable attorneys' fees), and liabilities incurred in or in connection with any such claim, action or proceeding brought thereon.

14. Insurance. Tenant will maintain in effect, at its expense, the following insurance:

14.1. Liability Insurance. Commercial general liability insurance in at least the Required Insurance Amount, for bodily and personal injury and property damage, including as additional insureds Landlord, The First Church of Christ, Scientist, in Boston, Massachusetts, any other person or entity directly liable for the obligations of Landlord, and any representative or employee of Landlord, any other person or entity directly liable for the obligations of Landlord, and any representative or employee of Landlord or any mortgagee of the Property designated by Landlord, such coverage to be primary and not excess or contributing or secondary to any other insurance available to Landlord or the additional insureds.

14.2. Contents Insurance. Property insurance, covering Tenant's personal property and fixtures within the Premises or the Property, written on the broadest form of all risk or special cause of loss form available for such purpose.

14.3. Workers' Compensation Insurance. Workers' Compensation Insurance in accordance with the applicable legal requirements.

14.4. Other Insurance. Such other types of insurance as Landlord may from time to time reasonably deem necessary and as to which Landlord has given Tenant notice and a reasonable time to place such insurance.

14.5. General Requirements. All tenant insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VII in Best's Insurance Guide, and will not be subject to cancellation or modification without 30 days prior written notice to Landlord and to any mortgagee required to be covered.

14.6. Waiver of Claims; Waiver of Subrogation. Each party waives any right of recovery against the other for injury or loss to property due to hazards covered by insurance to the extent of the injury or loss covered. Any policy of insurance obtained by either party and applicable to the Premises or the Property will contain a clause denying the insurer any right of subrogation against the other party, even though such waiver of subrogation requires payment of an additional premium, for which the party obtaining the policy shall pay.

14.7. Certificates of Insurance. Before making any entry on the Property and at least 30 days before the expiration of any policy, Tenant will provide certificates of insurance, in form and substance satisfactory to Landlord, establishing insurance coverages as required by this Section.

14.8. Landlord's Insurance. Landlord shall insure the Building against damage with full replacement cost "special cause of loss form" coverage.

15. Assignment and Subleasing. Tenant will not assign this Lease, sublease any part of the Premises or otherwise transfer this Lease or any interest in this Lease or in the Premises without obtaining the written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned.

Tenant may assign its entire interest under this Lease or sublet the Premises (i) to any entity controlling or controlled by or under common control with Tenant or (ii) to any successor to Tenant by purchase, merger, consolidation or reorganization (hereinafter, collectively, referred to as "Permitted Transfer") without the consent of Landlord, provided: (1) Tenant is not in default under this Lease; (2) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; (3) with respect

to a Permitted Transfer to a proposed transferee described in clause (ii), such proposed transferee shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization as evidenced to Landlord's reasonable satisfaction; and (4) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization, accompanied by copies of the documents evidencing the transferee's net worth.

16. Relation of Lease to Mortgages. This Lease will be subordinate to all mortgages on the Property, now outstanding or hereafter granted, provided that the record holder of a first mortgage on the Property (a "First Mortgagee") may elect to place this Lease ahead of the lien of its mortgage (and of other mortgages on the Property, if it so elects) and may thereafter change such election, effective as of the recording of a written notice of such election with the Suffolk Registry of Deeds, with a copy of such notice to Tenant. If a mortgage on the Property is foreclosed, the foreclosing mortgagee or the purchaser at a foreclosure sale (in either case, "First Successor Landlord"), may, at its option, require that Tenant attorn to such party as the Landlord hereunder and continue to be bound by the terms and conditions of this Lease for the balance of the Term, provided that First Successor also agrees that Tenant's use and occupancy of the Premises will not be disturbed so long as Tenant complies with its obligations under this Lease. Neither the First Successor Landlord nor any successor or assign of a First Successor Landlord will be (**a**) liable for any act or omission of or subject to any offsets or defenses which Tenant might have against any Landlord prior to the First Successor Landlord (a "Prior Landlord") except to the extent such act or refusal to act is in violation of this Lease and is continued by the First Successor Landlord or its successor or assign, (**b**) liable for the return of any security deposit not actually paid over to the First Successor Landlord, (**c**) bound by any payments which Tenant has paid to a Prior Landlord other than for monthly installments next due, (**d**) obliged to make any payment to Tenant which was required to be made prior to the time the First Successor Landlord took title, or (**e**) obliged to perform any work or to make any improvements to the Premises undertaken by a Prior Landlord. A First Mortgagee that gives notice of its address to Tenant will be entitled to receive a simultaneous copy of any notice of default by Tenant to Landlord and will have an additional 30 days beyond any cure period available to Landlord within which to cure such default, and unless such additional time expires without cure, Tenant will have no right to terminate this Lease on account of Landlord's default. Any amendment or cancellation of this Lease or surrender of the Premises made without the prior written consent of the First Mortgagee will be void and of no effect. Landlord represents and warrants that there is no mortgage affecting the Property as of the date of this Lease. It shall be a condition of any future subordination of this Lease to a mortgage that Tenant shall receive a customary "non-disturbance agreement."

17. Tenant Defaults

17.1. Events of Default. Each of the following will constitute a material default by Tenant (a “Tenant Default”): (**a**) failure by Tenant to make any payment required under this Lease within two days of the date such payment is due; (**b**) failure by Tenant to maintain insurance and to provide certificates as required by this Lease; (**c**) insolvency or admission of insolvency by Tenant, the filing by or against Tenant of any bankruptcy, receivership or other proceeding under State or Federal law, or entering into or acquiescence by Tenant to any arrangement affecting the rights of Tenant’s creditors generally, or attachment, execution or other seizure of substantially all of Tenant’s assets located at the Premises or Tenant’s interest in this Lease or the Premises; and, (**d**) failure by Tenant to fulfill any other material obligation under this Lease, if such failure (meaning the failure by Tenant to fulfill any other material obligation under this Lease) is not cured within 30 days of notice from Landlord to Tenant, or such longer period as may reasonably be necessary, not to exceed a total of 90 days, if Tenant promptly commences and diligently pursues such cure. Notwithstanding anything in this Section 17.1 to the contrary, Tenant shall be permitted, during each consecutive 12-month period hereunder commencing on September 21, 2009, to make 2 payments required under this Lease within 5 days (as opposed to 2 days) of the date such payment is due. As long as such payments are made within such 5 day period, Landlord shall not be entitled to declare a Tenant Default with respect to such payments. However, nothing in the preceding sentence shall affect Landlord’s rights contained in any other section of this Lease, including without limitation, the provisions of Section 3.2.

17.2. Termination by Notice. If a Tenant Default occurs, in addition to any other rights or remedies, Landlord will have the right to terminate this Lease and recover possession of the Premises by written notice to Tenant, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice.

17.3. Landlord’s Remedies. In addition to any other rights or remedies, if Landlord terminates this Lease for a Tenant Default, Landlord will have the right to recover as damages from Tenant: (**a**) any amounts owing from Tenant to Landlord at the time of termination, (**b**) all of Landlord’s expenses, including reasonable legal fees, incurred in recovering possession of the Premises and in proving and collecting the sums due from Tenant hereunder, (**c**) the amount by which the payments required under this Lease for the balance of the Term exceed the fair market rent for the Premises under a gross lease similar to this Lease, for the balance of the Term, determined as of the date of such termination, adjusted to its present value at a reasonable discount rate, and (**d**) the actual or reasonably anticipated expense to Landlord of preparing and reletting the Premises. Landlord will also have the right to enter the Premises and to perform any obligation as to which a Tenant Default has arisen, without being deemed to have cured such Tenant Default and without liability to Tenant, and Tenant shall reimburse Landlord for any cost and expense thus incurred promptly upon demand as damages hereunder. In

lieu of the damages recoverable under clause (c) above, Landlord may recover the liquidated damages provided for in Section 17.4, below.

17.4. Liquidated Damages. Landlord and Tenant agree that the actual damages that would be suffered by Landlord by the loss of the Rent reserved under this Lease if this Lease should be terminated due to Tenant's default would be very difficult to estimate as of the date of this Lease. Landlord and Tenant wish to agree on a sum that would reasonably compensate Landlord for such loss and accordingly agree that, in lieu of the damages recoverable under Section 17.3(c) above and as Landlord's sole remedy therefor, Landlord may recover as liquidated damages, and not as a penalty, an amount equal to the total of the Rent payable by Tenant with respect to the 12 full calendar months preceding termination.

17.5 Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate damages, including to re-let the Premises, provided that Landlord will not be required to give priority to the Premises in renting, or to rent on terms or to any person not otherwise acceptable to Landlord. Landlord and Tenant agree that if Landlord elects to recover liquidated damages under Section 17.4, above, Landlord will have no obligation to mitigate damages as a condition to recovering such liquidated damages.

17.6 Security Deposit. Landlord may apply the Security Deposit to remedy any Tenant Default and to compensate Landlord for any damages which Landlord suffers as a result of such Tenant Default, without being deemed to have cured such Tenant Default or waived further damages in connection therewith. Immediately upon demand, Tenant will deposit cash with Landlord in an amount equal to any portion of the Security Deposit applied by Landlord as aforesaid. Landlord will not be required to keep the Security Deposit separate from its general accounts and Tenant will not be entitled to interest on the Security Deposit. Within 30 days after the Termination Date and vacation of the entire Premises by Tenant in accordance with the terms of this Lease, the Security Deposit, or such part as remains after application of this Section, will be returned to Tenant.

17.7 Letter of Credit.

a. **General Provisions** . Upon the exercise of Tenant's option to substitute a letter of credit for a cash Security Deposit as provided in Section 1.13 hereof, Tenant shall deliver to Landlord, as collateral for the full performance by Tenant of all of its obligations under this Lease and for all losses and damages Landlord may suffer as a result of any default by Tenant under this Lease whenever occurring, a standby, unconditional, irrevocable, transferable letter of credit (the "**Letter of Credit** ") in a form reasonably acceptable to Landlord, in the face amount set forth in Section 1.13 hereof (the "**Letter of Credit Amount** "), naming Landlord as beneficiary, issued by any bank reasonably acceptable to Landlord, permitting multiple and partial draws thereon. Such Letter of Credit (whether in the form of a new replacement letter of credit or an amendment of an issued and outstanding letter of credit) shall replace and supersede any letter of credit or cash Security Deposit

previously delivered to Landlord by Tenant pursuant to the terms of this Lease. Tenant shall cause the Letter of Credit to be continuously maintained in effect (whether through replacement, renewal or extension) in the Letter of Credit Amount through the date (the “ **Final LC Expiration Date** ”) that is 120 days after the scheduled expiration date of the Term. If the Letter of Credit held by Landlord expires earlier than the Final LC Expiration Date (whether by reason of a stated expiration date or a notice of termination or non-renewal given by the issuing bank), Tenant shall deliver a new Letter of Credit or certificate of renewal or extension to Landlord not later than 30 days prior to the expiration date of the Letter of Credit then held by Landlord. Any renewal or replacement Letter of Credit shall comply with all of the provisions of this Section 17.7, shall be irrevocable, transferable and shall remain in effect (or be automatically renewable) through the Final LC Expiration Date upon the same terms as the expiring Letter of Credit or such other terms as may be reasonably acceptable to Landlord.

b. **Drawings under Letter of Credit** . Landlord shall have the right to draw upon the Letter of Credit, in whole or in part, at any time and from time to time if a Tenant Default has occurred or if the Letter of Credit held by Landlord expires earlier than the Final LC Expiration Date (whether by reason of a stated expiration date or a notice of termination or non-renewal given by the issuing bank), and Tenant fails to deliver to Landlord, at least 30 days prior to the expiration date of the Letter of Credit then held by Landlord, a renewal or substitute Letter of Credit that is in effect and that complies with the provisions of this Section 17.7. No condition or term of this Lease shall be deemed to render the Letter of Credit conditional to justify the issuer of the Letter of Credit in failing to honor a drawing upon such Letter of Credit in a timely manner. Tenant agrees and acknowledges that Tenant has no property interest whatsoever in the Letter of Credit or the proceeds thereof and that, in the event Tenant becomes a debtor under any chapter of the Federal Bankruptcy Code, neither Tenant, any trustee, nor Tenant’s bankruptcy estate shall have any right to restrict or limit Landlord’s claim and/or rights to the Letter of Credit and/or the proceeds thereof by application of the Federal Bankruptcy Code, including Section 502(b)(6) of the Federal Bankruptcy Code. Tenant hereby acknowledges and agrees that Landlord is entering into this Lease in material reliance upon the ability of Landlord to draw upon the Letter of Credit upon the occurrence of any Event of Default by Tenant under this Lease or upon the occurrence of any of the other events described above in this Section 17.7.

c. **Use of Proceeds by Landlord** . The proceeds of the Letter of Credit may be applied by Landlord against any Rent payable by Tenant under this Lease that is not paid when due and/or to pay for all losses and damages that Landlord has suffered as a result of Tenant Default. Landlord agrees to pay to Tenant within 30 days after the Final LC Expiration Date the amount of any proceeds of the Letter of Credit received by Landlord and not applied against any Rent payable by Tenant under this Lease that was not paid when due or used to pay for any losses and/or damages suffered by Landlord as a result of any Tenant Default; provided, that if

prior to the Final LC Expiration Date a voluntary petition is filed by Tenant, or an involuntary petition is filed against Tenant by any of Tenant's creditors, under the Federal Bankruptcy Code, then Landlord shall not be obligated to make such payment in the amount of the unused Letter of Credit proceeds until either all preference issues relating to payments under this Lease have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed, in each case pursuant to a final court order not subject to appeal or any stay pending appeal.

d. **Additional Covenants of Tenant** . If, as a result of any application or use by Landlord of all or any part of the Letter of Credit, the amount of the Letter of Credit shall be less than the Letter of Credit Amount, Tenant shall, within five days thereafter, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency (or a replacement letter of credit in the total Letter of Credit Amount), and any such additional (or replacement) letter of credit shall comply with all of the provisions of this Section 17.7, and if Tenant fails to comply with the foregoing sentence, notwithstanding anything to the contrary contained in this Lease, the same shall constitute an incurable Event of Default by Tenant. Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

e. **Transfer of Letter of Credit** . Landlord may, at any time and without notice to Tenant and without first obtaining Tenant's consent thereto, transfer all or any portion of its interest in and to the Letter of Credit to a Landlord's Mortgagee or to another party, person or entity which is acquiring Landlord's interest in the Building. If Landlord transfers its interest in the Building and transfers the Letter of Credit (or any proceeds thereof then held by Landlord) in whole or in part to the transferee, Landlord shall, without any further agreement between the parties hereto, thereupon be released by Tenant from all liability therefor, provided Landlord notifies Tenant of the transfer and the transferee acknowledges receipt of the Letter of Credit (or any proceeds). The provisions hereof shall apply to every transfer or assignment of all or any part of the Letter of Credit to a new landlord. In connection with any such transfer of the Letter of Credit by Landlord, Tenant shall, at Tenant's sole cost and expense, execute and submit to the issuer of the Letter of Credit such applications, documents and instruments as may be necessary to effectuate such transfer.

f. **Creditworthiness of Issuing Bank** . Landlord shall have the right to request at any time and from time to time that Tenant obtain a replacement Letter of Credit if Landlord determines in its sole discretion that the bank issuing the then outstanding Letter of Credit is no longer creditworthy, and Tenant shall promptly obtain from a new issuing bank reasonably acceptable to Landlord a replacement Letter of Credit which shall comply in all respects with the provisions of this Section 17.7. If an acceptable bank cannot be agreed upon,

Tenant may replace the Letter of Credit with cash on deposit with the Landlord. Tenant's failure to obtain such a replacement Letter of Credit or, in lieu thereof, provide a cash deposit in like amount as contemplated above shall, notwithstanding anything to the contrary contained in this Lease, constitute an incurable Event of Default by Tenant.

18. Landlord Defaults

18.1. Events of Default. Landlord shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for 20 days after written notice has been given by Tenant to Landlord specifying the nature of Landlord's alleged default, provided if such default cannot be reasonably cured within such 20 day period then within such additional time as is reasonably required to correct any such default, and further provided that Landlord commences to cure such default within such 20 day period and diligently prosecutes it to completion.

18.2. Tenant's Remedies. If a Landlord Default occurs and such Landlord Default directly affects and materially impairs Tenant's use and enjoyment of the Premises for the Permitted Uses, Tenant may make such repairs within the Premises and in Common Areas adjacent to the Premises necessary to restore Tenant's use, and Landlord will reimburse Tenant for the reasonable and necessary third party costs thus incurred by Tenant upon receipt from Tenant of a statement of such costs in reasonable detail and such backup materials as Landlord may reasonably request. If Landlord fails to so reimburse Tenant within 60 days of receipt by Landlord of such statement and backup materials, Tenant may offset such amounts against the installment or installments of Rent next coming due. Unless otherwise expressly provided in this Lease, Tenant will have no right of self-help, or any right to withhold, set-off, or abate Rent and neither party to this Lease will be liable to the other for punitive damages, lost profits, business interruption, speculative, consequential or other such damages.

18.3. Independent Covenants. Except as specifically provided herein, the obligations of Tenant under this Lease, including the obligation to pay Rent, and the obligations of Landlord, are independent and not mutually dependent covenants and the failure of Landlord to perform any obligation hereunder will not justify or empower Tenant to withhold Rent, except as provided in the preceding Section 18.2, and the failure of Landlord to perform any obligation hereunder will not justify or empower Tenant to terminate this Lease unless the Landlord Default constitutes a constructive eviction.

19. Property Damage or Taking

19.1. Termination. If the Building is destroyed by fire or other cause of loss or the Property or the Premises are taken in their entirety by eminent domain or conveyed in their entirety by deed in lieu of taking, this Lease will terminate as of the date of the property damage or the date that possession of the Property is surrendered to the taking

authority, as applicable. If **(a)** the Property or the Premises are substantially damaged by fire or other cause of loss and Landlord determines in its sole discretion not to restore the Property or the Premises or both to substantially its condition as existing prior to such damage, or **(b)** a material portion of the Property or of the Premises is taken by eminent domain or conveyed by deed in lieu of taking, and Landlord determines in its sole discretion not to restore the remaining portion of the Premises or of the Property or both to a condition which is legal and suitable for Tenant's Permitted Uses, then Landlord may elect to terminate this Lease by notice to Tenant given within 90 days after such property damage or notice of taking, effective as of the date of Landlord's notice or, with respect to a taking, on the date that possession is surrendered to the taking authority.

19.2. Restoration. If Landlord determines **(a)** to restore the Property and the Premises to substantially their condition as existed prior to the damage by fire or other cause of loss or **(b)** to restore the remaining portion of the Premises or of the Property or both to a condition which is legal and suitable for Tenant's Permitted Uses after such taking or conveyance, Landlord shall promptly give notice of such determination to Tenant, but in any case on or before the last day of the 90 day period referred to in section 19.1, above. Upon giving such notice to Tenant, Landlord shall promptly begin to use reasonable efforts so to restore the Property and the Premises (not including fixtures, modifications and additions installed or required to be installed by Tenant) as soon as is reasonably practical in light of the circumstances then prevailing, including the time required to collect insurance proceeds and to obtain any governmental approvals required for restoration, and subject to any other matters beyond the reasonable control of Landlord, provided that, in no event will Landlord be required to expend more for restoration of the Property or the Premises than the net amount of insurance or taking proceeds actually available to Landlord for such purposes. If restoration of the Premises is not substantially completed within 180 days of the date as of which Landlord notified Tenant that Landlord had determined to restore the Property and the Premises, Tenant may terminate this Lease by written notice to Landlord effective as of any day after the end of the 180 day restoration period, which termination date shall be specified by Tenant in its notice of termination.

19.3. Abatement. If any portion of the Premises is rendered unusable by Tenant as a result of the property damage or taking described in Section 19.1(a) or 19.1(b) above, and Tenant, at such time, is not in default under this Lease, the Rent will be abated, in part or in whole, based on the proportion of the Premises rendered unusable, until the earlier of the time at which Landlord has substantially completed its restoration or the date on which Tenant resumes use of the damaged portion of the Premises.

20. Notices. All notices under this Lease will be in writing and will be given: **(a)** in hand, with written acknowledgement of receipt, **(b)** by Federal Express, Express Mail or other nationally recognized overnight delivery service which provides verification of delivery, charges prepaid, or **(c)** by United States certified mail, postage prepaid, return receipt requested, in each case addressed to Landlord or Tenant at the Notice Address set forth in Section 1. All notices will be deemed given when received by the intended

recipient. Either party may change its Notice Address by notice given in accordance herewith.

21. Brokers. Tenant represents that Tenant has dealt with no broker in connection with this Lease and agrees to hold Landlord harmless and indemnified from all claims for brokerage due to any person with whom such Tenant has dealt in breach of such representation. Landlord represents that Landlord has dealt with no broker in connection with this Lease and agrees to hold Tenant harmless and indemnified from all claims for brokerage due to any person with whom such Landlord has dealt in breach of such representation.

22. Limitation on Liability. The recourse of Tenant against Landlord for any claim related to this Lease will extend only to Landlord's interest in the Property and the uncollected rents and profits therefrom. No personal liability for any such claim will be enforceable against Landlord or any officer, trustee, director, employee, agent or other person or entity related to Landlord (including, without limitation, The First Church of Christ, Scientist, in Boston, Massachusetts) or against any other property, person or entity. If Landlord transfers its interest in the Property, the transferring Landlord will automatically be released from all liability related to this Lease accruing after such transfer. The transferring Landlord will continue to be responsible for any security deposit received from Tenant except to the extent that Landlord has transferred same to its successor or assign.

23. Right of First Offer

(a) Tenant shall have the on-going right of first offer (the "Right of First Offer") with respect to up to two (2) additional floors of office space within the Building which become available for lease at any time on and after the date hereof and prior to December 31, 2015 (the "Expiration Date") (any such space being referred to herein as the "Offering Space").

(b) Tenant's Right of First Offer shall be exercised as follows:

(i) After Landlord has determined that any existing tenant in the Offering Space will not extend or renew the term of its lease for the Offering Space or has otherwise terminated such lease prior to its stated expiration date or Landlord offers a floor previously not under lease, Landlord shall advise Tenant (the "Advice") of (i) the terms and conditions under which Landlord is prepared to lease the Offering Space to Tenant and (ii) the terms and conditions under which Landlord would be willing to amend this Lease to make it coterminous with the expiration date for the lease of the Offering Space (the "Lease Extensions"). Such Advice shall set forth proposed rental rates for the Offering Space and each of the floors then comprising the Premises based on the prevailing market rates as reasonably determined by Landlord as well as such other lease terms and conditions as shall be determined in Landlord's sole discretion, except that Tenant shall have no such Right of First Offer and Landlord need not provide Tenant with an Advice, if: (x) Tenant is in default under the Lease beyond any applicable

cure periods at the time that Landlord would otherwise deliver the Advice, or (y) Tenant is not occupying at least fifty percent (50%) of the rentable area of the Premises on the date Landlord would otherwise deliver the Advice;

(ii) If Tenant wishes to exercise its Right of First Offer with respect to the Offering Space described in the Advice, Tenant shall deliver written notice of such exercise to Landlord (the "Notice of Exercise") within ten (10) business days after the date of the Advice, indicating whether Tenant wishes to lease the Offering Space with the Lease Extensions as described above or only wishes to lease the Offering Space without the Lease Extensions.

(iii) If Tenant exercises its Right of First Offer, Landlord shall prepare either an amendment to the Lease, or a new lease reflecting Tenant's election as set forth in the Notice of Exercise. A copy of such amendment or lease shall be sent to Tenant within a reasonable time after Landlord's receipt of the Notice of Exercise, and Tenant shall execute and return the amendment or lease, as applicable, to Landlord within fifteen (15) days thereafter.

(iv) If Tenant fails to exercise its Right of First Offer with respect to the Offering Space within such ten (10) business day period, Landlord may lease the Offering Space to any other person or entity; provided, however, that if the proposed terms of any such lease are materially more favorable to the lessee than those in the Advice, Landlord shall deliver to Tenant a new Advice reflecting such new terms for the Offering Space and the procedure described above shall again apply. Notwithstanding Tenant's failure to exercise its Right of First Offer in response to a previous Advice, for so long as Tenant has not exercised its Right of First Refusal for an aggregate of two (2) floors of Offering Space and the Expiration Date has not occurred, Tenant's Right of First Offer shall continue and the above procedures shall apply with respect to any future potential lease of Offering Space by Landlord.

(v) Tenant's rights hereunder are non-assignable and are personal to Tenant.

24. Miscellaneous Provisions

24.1. Amendments and Waivers. This Lease may not be amended except by a writing, duly executed by both parties and approved in writing by any First Mortgagee having approval rights, and no waiver or consent will be effective unless in writing and signed by the party giving it. A waiver or consent by either party hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.

24.2 Interpretation. Both parties acknowledge that they have fully read and understood this Lease and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this Lease will be construed in favor or against either party by virtue of such party being the drafter of such provision. Enumeration of

some but not all items of a class should not be construed as excluding others, notwithstanding the absence of the phrase “without limitation” or words of like meaning.

24.3. Invalid Provisions. If any provision of this Lease is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this Lease will be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.

24.4. Time of the Essence; Force Majeure. Time is of the essence as to all rights and obligations of the parties hereunder unless specifically provided to the contrary. Notwithstanding the foregoing, if either party fails to perform an obligation hereunder, other than the obligation of Tenant to pay Rent when due, which failure results from causes beyond the reasonable control of such party, including, without limitation, labor problems, contractor disputes, legal requirements, unavailability of equipment, fixtures or materials, property damage caused by fire or other cause of loss, or disruption or unavailability of utilities or services (a “Force Majeure Event”), the amount of time for performance of such obligation shall be extended by the amount of time such performance is delayed by reason of such Force Majeure Event.

24.5. Jurisdiction; Governing Laws. Any action by either party against the other will be instituted in the state courts of Massachusetts under Massachusetts law, and each party will have personal jurisdiction over the other for any action brought by such party in Massachusetts by service made to the other party’s Notice Address.

24.6. Successors and Assigns. Subject to the provisions of Section 22 above, the benefits and burdens of this Lease will extend to the original Landlord and Tenant and to their respective successors and assigns, who will be included within the terms “Landlord” and “Tenant” as used herein, provided that no transferee from Tenant in violation of the provisions of this Lease will be entitled to any of the rights or benefits of a Tenant hereunder.

24.7. Estoppel Certificates . Each of the parties, within 10 days of written request from the other, shall provide a certificate identifying this Lease and any amendments hereto, setting forth the amount of the then current monthly installment of Rent and of any Security Deposit held hereunder, stating whether this Lease remains in effect, whether there are any defaults by Landlord or Tenant, whether any Rent has been paid more than 30 days in advance, whether Tenant is in possession and paying Rent, whether Tenant claims any off-sets or credits or has any other defenses to the payment of Rent hereunder, and containing such other reasonable and customary information as may be requested.

24.8 Counterparts. This Lease may be executed in two or more counterparts.

24.9. Exhibits. The Exhibits to this Lease, which are listed immediately below the signature block, are incorporated by reference into this Lease.

24.10. Action by Trustees of Church Realty Trust. The undersigned Trustees of Church Realty Trust represent that any two of the three Trustees thereof are a majority of such Trustees and have all necessary power and authority to enter into this Lease and related documents, including a Parking License Agreement and a Contract for Cleaning Services by virtue of the last sentence of Paragraph 8 of the Deed of Trust, which states: “All of the powers conferred on said Trustees by this instrument may be exercised by a majority thereof.”

24.11. Time for Performance. Any action under this Lease that is permitted or required to be taken on a day that is a Saturday, Sunday or a legal holiday in Massachusetts may be taken on the next day that is not a Saturday, Sunday or legal holiday in Massachusetts.

24.12 Entire Agreement. This Lease and all Exhibits hereto collectively contain the entire agreement of the parties respecting the Premises and the Property and there are no other agreements or understandings between the parties regarding the subject matter of this Lease, any prior agreements being merged herein and superseded.

[Signatures appear on the following page]

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

LANDLORD **Trustees of Church Realty Trust**

/s/ Barbara F. Burley
Barbara F. Burley, as Trustee of Church
Realty Trust and not individually

/s/ Harley L. Gates
Harley L. Gates, as Trustee of Church
Realty Trust and not individually

/s/ Robert A. Herlinger
Robert A. Herlinger, as Trustee of Church
Realty Trust and not individually

TENANT **Carbonite, Inc.**

Andrew Keenan
Andrew Keenan, CFO

By: /s/

Exhibit A: Floor Plans and Description of Premises

Exhibit B: Rent and Rent Periods

Exhibit C: Building Rules and Regulations

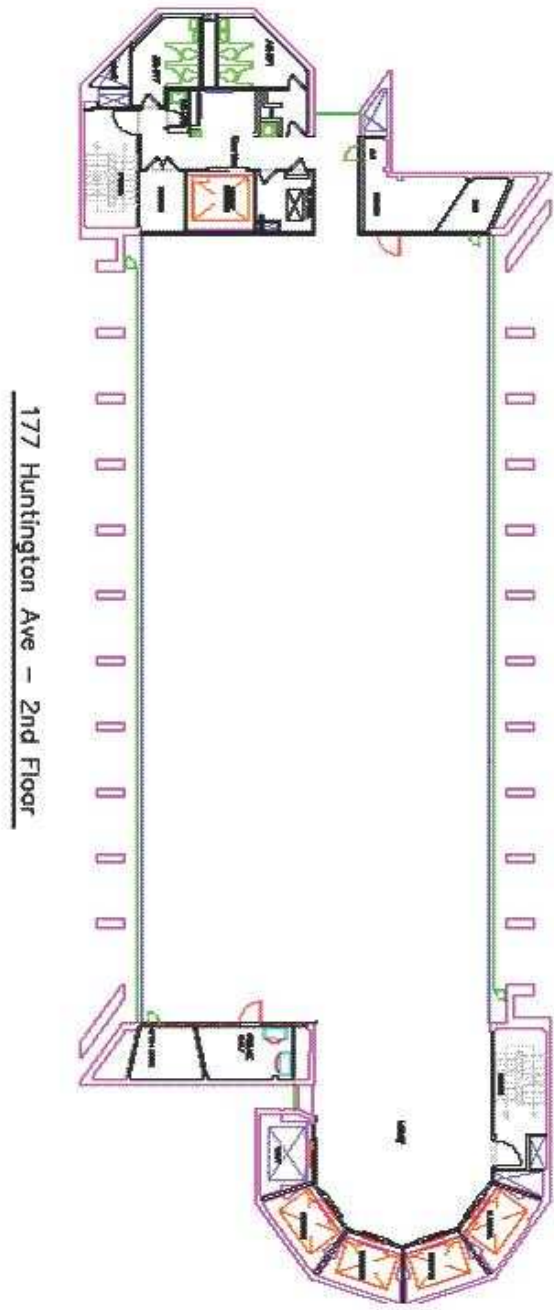
EXHIBIT A

Floor Plan of Premises

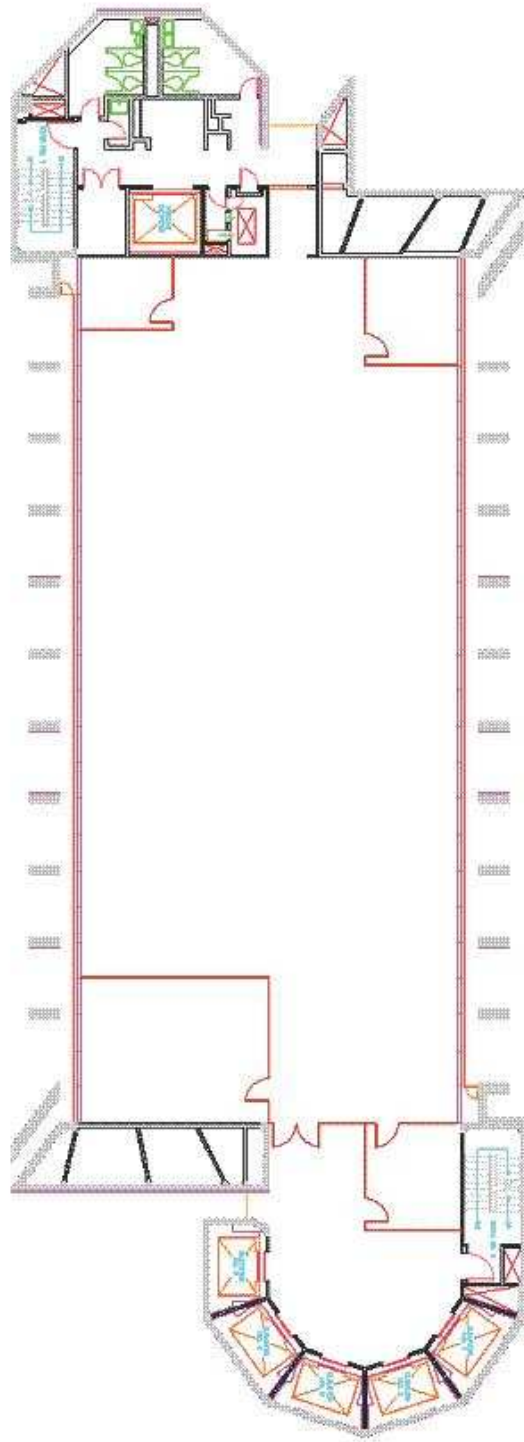
The Floor Plans comprising the Premises are attached to and form part of this Exhibit A.

Description of Premises

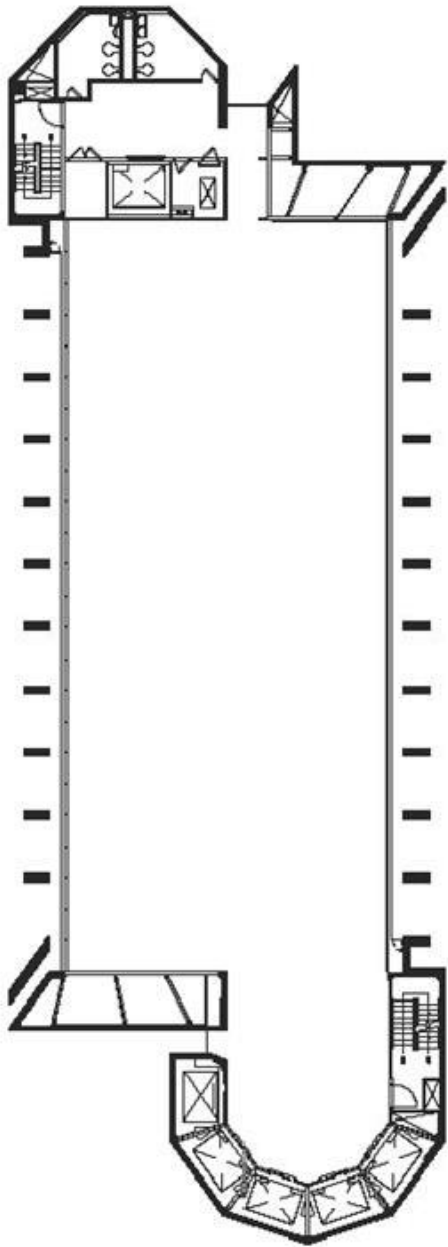
The Premises include and are defined by the interior surfaces of all exterior walls of the Building, the interior surfaces of all demising walls within the Building, the doors and doorways that pass through all such demising walls, the interior surfaces of all exterior windows, the upper surface of the permanent structure of the floor, and the upper surface of any suspended ceiling.



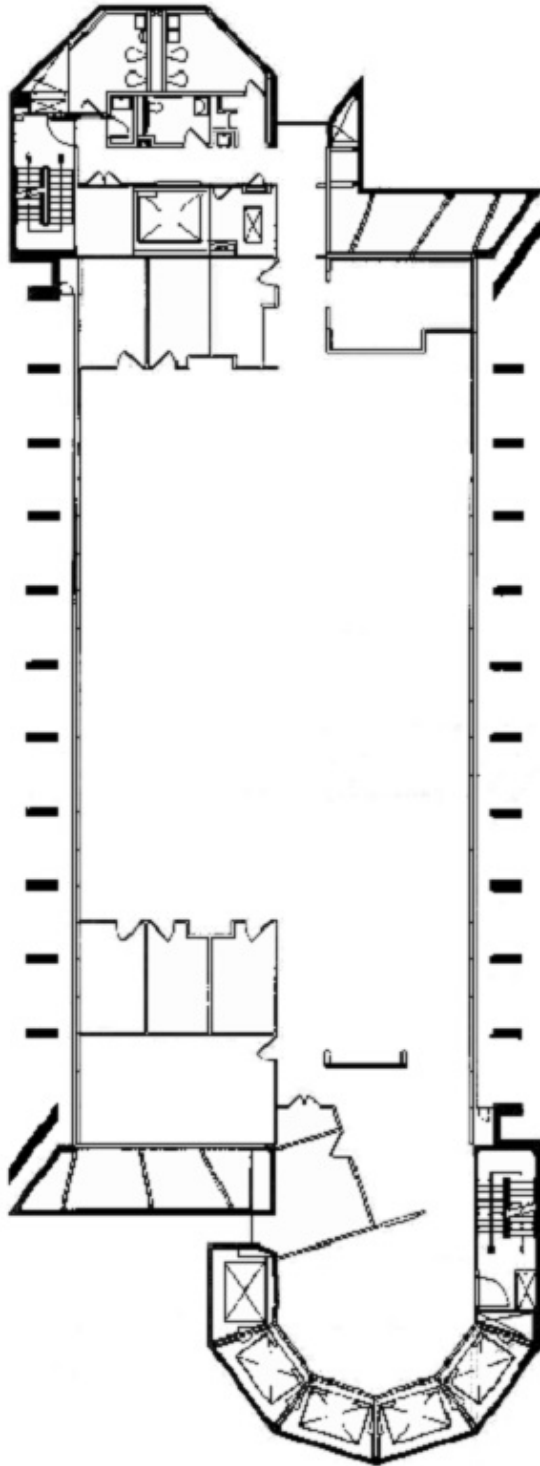
177 HUNTINGTON AVENUE 3rd FLOOR



177 HUNTINGTON AVE 14TH FLOOR



177 HUNTINGTON AVE 15TH FLOOR



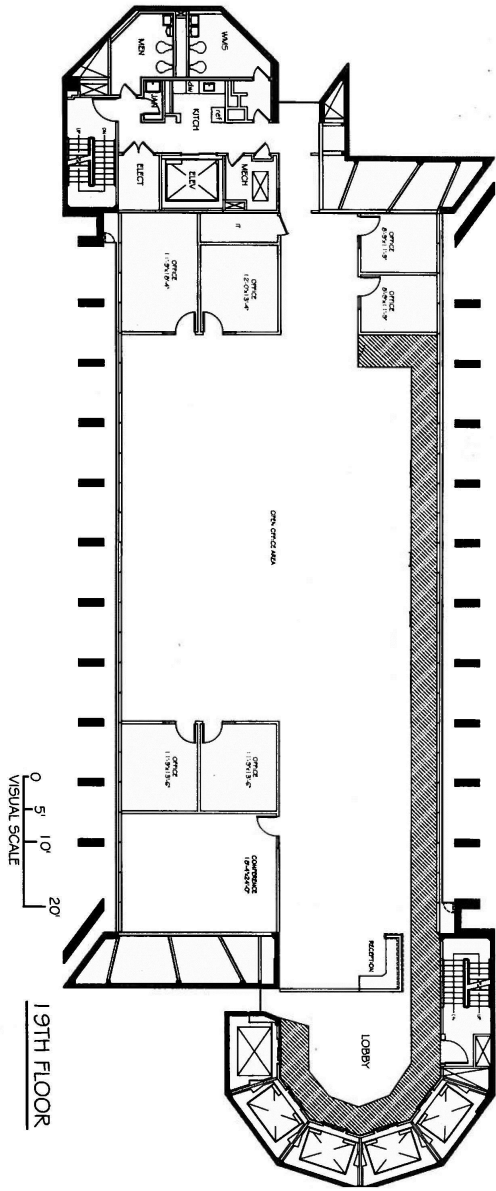


EXHIBIT B

Rent and Rent Periods

EXHIBIT C

Building Rules and Regulations

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be subject to Landlord's approval rights set forth in Section 7.1 of the Lease and shall be installed at Tenant's expense. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.
4. Landlord will at its expense provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.

6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord in the parking garage.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Tenant shall not canvass, solicit or peddle in or about the Building or the Property.
21. Smoking is not permitted in or on any part of the Property; the Property includes the Premises, the Common Areas, the Building, and the land immediately adjoining the Building, including adjacent sidewalks.
22. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
23. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
24. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

CARBONITE

March 9, 2015

Peter Lamson

Dear Pete:

This Offer Letter serves to confirm the details of our employment offer as follows:

Position : Senior Vice President Global Sales

Status : Full-time, Regular, Exempt

Reporting to: Chief Executive Officer

Compensation : Effective March 1, 2015, a base salary of \$12,095.84 semi-monthly, which is the equivalent of \$ 290,300 annually, paid in accordance with the Company's normal payroll procedures.

All forms of compensation which are referred to in this offer letter are subject to reduction to reflect applicable withholding, payroll and other required taxes and deductions. Please note that Carbonite may modify salaries and benefits from time to time as it deems necessary.

Bonus : You will be eligible for an incentive bonus of 50 % of your base salary. The timing and amount of any bonus is subject to the discretion and approval of the Compensation Committee of the Board of Directors.

Benefits : See Appendix A

Equity: All equity grants are subject to approval by Carbonite's Board of Directors and the specific terms will be governed by Carbonite's stock incentive plan and separate option or restricted stock unit agreements to be entered into by you and Carbonite.

Acceleration of Equity: If during the first twelve months after a Change of Control (as defined in the 2011 Equity Award Plan) you are terminated without cause or if you voluntarily resign from the company due to "Constructive Termination" (as defined in your existing equity agreements), then all of your then-unvested equity shall vest immediately prior to the termination date.

Severance: If you are terminated without Cause (as defined in the 2011 Equity Award Plan) or are Constructively Terminated (as defined in your existing equity agreements), you will be entitled to receive a payment amount equal to (and payable pro rata over such six month period following termination) (i) six times your then current monthly base salary and (ii) six times the monthly amount that the Company paid for your participation in the Company's health insurance plan during the month immediately preceding your termination date, subject to any and all conditions and qualifications contained in this letter.

The foregoing amounts shall be made in accordance with the Company's normal payroll practices; provided, however, that the Company shall not make any severance payments unless and until (x) you execute and deliver to the Company a general release in substantially the form attached here at Appendix B (the "Release"), (y) such Release is executed and delivered to the Company within twenty-one (21) days after your termination date and (z) all time periods for revoking the Release have lapsed. If you are terminated during the month of December of any calendar year and are owed severance hereunder, no severance payments shall be made prior to January 1st of the next calendar year and any amount that would have otherwise been payable to you in December of the preceding calendar year will be paid to you on the first date in January on which you would otherwise be entitled to any payment.

Following your termination date, all benefits offered by the Company, including health insurance benefits, shall cease. From and after such date, you may elect to continue your participation in the Company's health insurance benefits at your expense pursuant to COBRA by notifying the Company in the time specified in the COBRA notice you will be provided and paying the monthly premium yourself, subject to as otherwise stated herein.

Notwithstanding the above, if you are a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), then any amounts payable to you during the first six months and one day following the date of your termination that constitute nonqualified deferred compensation within the meaning of Section 409A of the Code (as determined by the Company in its sole discretion) shall not be paid to you until the date that is six months and one day following such termination to the extent necessary to avoid adverse tax consequences under Section 409A of the Code.

Sincerely,

/s/ Alec Carstensen
Alec Carstensen
VP of Talent

ACCEPTANCE AND ACKNOWLEDGMENT

To indicate your acceptance of this offer, please sign and date the attached Acceptance and Acknowledgment and return it to me. This letter, along with the Carbonite Confidentiality, Invention Assignment and Non-Competition Agreement, set forth the terms of your employment with Carbonite and supersede and prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Chief Executive Officer or Chief Financial Officer of Carbonite and by you.

Signature: /s/ Peter Lamson
Name: Peter Lamson
Date: March 9, 2015

Subsidiaries of Carbonite, Inc.

Subsidiary	Jurisdiction
Carbonite International Holdings, BV	Netherlands
Carbonite Securities Corporation	United States (Massachusetts)
Carbonite China Holdings, LLC	United States (Delaware)
Carbonite (China) Co., Ltd.	China
Carbonite India Holdings, LLC	United States (Delaware)
Zmanda Technologies India Pvt. Ltd	India
6745385 Canada, Inc.	Canada
Carbonite GmbH	Switzerland
Carbonite Germany GmbH	Germany
MailStore Software GmbH	Germany

Carbonite Securities Corporation and Carbonite International Holdings, BV are wholly owned subsidiaries of Carbonite, Inc. Carbonite China Holdings, LLC, Carbonite India Holdings, LLC, 6745385 Canada, Inc., Carbonite GmbH and Carbonite Germany GmbH are wholly owned subsidiaries of Carbonite International Holdings, BV. Carbonite (China) Co., Ltd. is a wholly owned subsidiary of Carbonite China Holdings, LLC. Zmanda Technologies India Pvt. Ltd. is a wholly owned subsidiary of Carbonite India Holdings, LLC. MailStore Software GmbH is a wholly owned subsidiary of Carbonite Germany GmbH.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- Registration Statement (Form S-3 No. 333-192400) of Carbonite, Inc.,
- Registration Statement (Form S-8 No. 333-176373) pertaining to the Amended and Restated 2005 Stock Incentive Plan and the 2011 Equity Award Plan of Carbonite, Inc., and
- Registration Statements (Form S-8 Nos. 333-179988, 333-187089 and 333-194332) pertaining to the 2011 Equity Award Plan of Carbonite, Inc.,

of our reports dated March 10, 2015, with respect to the consolidated financial statements of Carbonite, Inc., and the effectiveness of internal control over financial reporting of Carbonite, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2014.

/s/ Ernst & Young LLP

Boston, Massachusetts
March 10, 2015

POWER OF ATTORNEY

The undersigned directors of Carbonite, Inc., a Delaware corporation (the "Company"), do hereby nominate, constitute and appoint Mohamad Ali, Anthony Folger and Danielle Sheer, and each of them individually, the true and lawful attorney or attorneys of the undersigned, with power to act with or without the other and with full power of substitution and resubstitution, to execute in the name and on behalf of the undersigned as directors and officers of the Company, the Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 2014 and any and all amendments thereto; and each of the undersigned hereby ratifies and approves all that said attorneys or any of them shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney in one or more counterparts on the date set opposite his or her name.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
/s/ David Friend <hr/> David Friend	Executive Chairman of the Board of Directors	March 10, 2015
/s/ Jeffrey Flowers <hr/> Jeffrey Flowers	Director	March 10, 2015
/s/ Charles Kane <hr/> Charles Kane	Director	March 10, 2015
/s/ Todd Krasnow <hr/> Todd Krasnow	Director	March 10, 2015
/s/ Timothy Clifford <hr/> Timothy Clifford	Director	March 10, 2015
/s/ Pravin Vazirani <hr/> Pravin Vazirani	Director	March 10, 2015
/s/ Stephen Munford <hr/> Stephen Munford	Director	March 10, 2015

CERTIFICATIONS

I, Mohamad Ali, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of Carbonite, 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer 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.

Dated: March 10, 2015

/s/ Mohamad Ali

Mohamad Ali
Chief Executive Officer

CERTIFICATIONS

I, Anthony Folger, certify that:

- 1 I have reviewed this Annual Report on Form 10-K of Carbonite, 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 and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer 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.

Dated: March 10, 2015

/s/ Anthony Folger

Anthony Folger
Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Carbonite, Inc. (the "Company") on Form 10-K for the period ending December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mohamad Ali, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mohamad Ali

Mohamad Ali

President and Chief Executive Officer

March 10, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Carbonite, Inc. (the Company) on Form 10-K for the period ending December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Anthony Folger, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Anthony Folger

Anthony Folger

Chief Financial Officer

March 10, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.