

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Support.com, Inc.

Form: 10-K

Date Filed: 2017-03-07

Corporate Issuer CIK: 1104855

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

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2016
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 No. 000-30901

SUPPORT.COM, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

94-3282005
(I.R.S. Employer
Identification No.)

900 Chesapeake Drive, 2nd Floor, Redwood City, CA
(Address of Registrant's Principal Executive Offices)

94063
(Zip Code)

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

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

Title of each class	Name of each exchange on which registered
Common Stock, \$.0001 par value	The NASDAQ Capital Market
Preferred Stock Purchase Rights	The NASDAQ Capital Market

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

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

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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

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

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

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

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

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

The aggregate market value of the registrant's common stock held by non-affiliates was \$46,406,860 as of June 30, 2016. Shares of common stock held by each executive officer, director, and stockholder known by the registrant to own 10% or more of the outstanding stock based on Schedule 13G filings and other information known to us, have been excluded since such persons may be deemed affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 28, 2017, there were 18,558,260 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

ownership), 13 and 14 incorporate by reference information from the registrant's definitive proxy statement (the "Proxy Statement") to be mailed to stockholders in connection with the solicitations of proxies for its 2017 annual meeting of stockholders. Except as expressly incorporated by reference, the registrant's Proxy Statement shall not be deemed to be part of this report.

SUPPORT.COM, INC.
FORM 10-K
FOR FISCAL YEAR ENDED DECEMBER 31, 2016
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FORWARD LOOKING STATEMENTS AND PRESENTATION OF FINANCIAL AND OTHER INFORMATION

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

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

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

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

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

PART I

ITEM 1. BUSINESS.

Overview

Support.com, Inc. is a leading provider of cloud-based software and services that enable technology support for a connected world. Support.com is the choice of leading communications providers, top retailers, and other important brands in software, consumer and business electronics, and connected technology.

Our technology support services programs help leading brands create new revenue streams and deepen customer relationships. We offer turnkey, outsourced support services for service providers, retailers, IoT (Internet of Things) solution providers and technology companies. Our technology support services programs are designed for both the consumer and small and medium business (“SMB”) markets, and include computer and mobile device set-up, security and support, virus and malware removal, wireless network set-up, and home security and automation system support. Most of our technology specialists work from their homes rather than in brick-and-mortar facilities. We are compensated for our services on a per-incident, per-subscription or labor rate basis.

Our Support.com Cloud offering is a software-as-a-service (“SaaS”) solution for companies to optimize support interactions with their customers using their own or third party support personnel. The solution enables companies to quickly resolve complex technology issues for their customers, boosting support agent productivity, providing ease of use for customer self-service, and dramatically improving the customer experience.

We also offer end-user software products including tools and apps designed to address some of the most common technology issues, including computer and mobile device maintenance, optimization and security.

We market our technology support services primarily through partners, who resell the services to their customers or include them in their service offerings. Our Support.com Cloud offering is marketed directly, primarily through our sales team as well as through partners. We market our end-user software products directly, principally online, and through partners. Our sales and marketing efforts are primarily focused in North America.

Industry Background

Technology has become an essential feature of the modern home and office. Products such as personal computers, printers, tablets, smartphones, digital cameras, connected entertainment systems, home automation and other smart home appliances have become ubiquitous. Each year, these products become more feature-rich, offering many new capabilities. Consumers and SMBs now depend on such technology for “must-have” information, communication and entertainment as well as for tasks and activities of our daily lives.

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

For consumers and SMBs, the complexity of the technology environment creates challenges in obtaining the benefits of the connected home and office. For customer support organizations it results in more difficult problems to solve, including the need to support third-party products in addition to their own offerings. The proliferation of smartphones (77% of American adults own a smartphone, according to a 2016 Pew Research Center study) and connected devices (the average US broadband home today has eight connected devices, according to a 2016 Parks Associates report) compels customer support organizations to fundamentally transform how interactive support is delivered. An Accenture survey finds that 64% of consumers encounter challenges using “intelligent devices”, such as wearables, connected home systems, and connected vehicle products. According to the Accenture study, the biggest challenges facing consumers are that the “intelligent devices” are too complicated to use, difficult to set-up, and do not work as advertised. These trends in number of devices, connected nature of these devices, and the related complex ecosystem requires that customer support organizations use modern tools and analytics to fundamentally transform how interactive support is delivered.

Technology support is becoming increasingly critical to the overall customer experience, not just for technology products, but also for other products and services that depend on technology to deliver the brand value. According to recent Forrester Research findings, customer experience leaders outperform the competition in the market, “confirming that customer experience correlates to revenue growth.” As a result, technology support solutions have begun to address the parts of the customer experience that are mediated by technology.

Our Growth Strategy

Our objective is to become the leading provider of cloud-based software and services for technology support. We seek to be both the premier provider of turnkey support programs and a leading best-of-breed software supplier for technology support organizations. From a financial perspective, our goals are to grow and diversify revenue and enhance profitability. Our strategies for achieving our goals include increasing SaaS revenue from our Support.com Cloud offering, expanding existing technology support services programs, launching new services programs, and improving service delivery efficiency.

- To increase SaaS revenue from our Support.com Cloud offering, we expect to continue to invest in product, R&D, sales and marketing. Our product investment will include enhancing support interaction optimization features, building out an open platform, enhancing both assisted and self-service support capabilities, incorporating support for the Internet of Things, and expanding our data analytics capabilities.
- To expand existing service programs, we plan to increase our focus on programs with potential for growth, cost effectiveness and profitability.
- To launch new service programs, we intend to pursue opportunities with leading communications, retail, technology, and other partners in the mobile, Internet of Things (“IoT”) and connected home markets.
- To improve our service delivery efficiency, we intend to optimize operating processes, continue using our Support.com cloud-based software and enhancing our internal service delivery management tools, and evolve our labor model.

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

Our Technology Support Service Programs

Support.com® technology support services are distributed through partners, using the partner’s brand or in referral programs using the Support.com® brand. Partners include retailers, original equipment manufacturers (“OEMs”), software providers, broadband providers, Internet services providers and warranty providers. The services programs include one-time services (“incidents”), subscriptions, and bundled components of broader offerings. Our programs are based on the following core services:

Connected Home and IoT Services. For connected home technology and automation systems, we offer a complete range of services to help customers set up, configure and use new systems, including helping consumers personalize system settings to meet specific lifestyle needs.

Technical Support Services. We offer a variety of troubleshooting, installation, set-up and enablement services for computers, peripherals and mobile devices and their connectivity. We identify, diagnose and repair technical problems, including issues associated with viruses, spyware, and other forms of malware, connectivity issues, and issues with software applications. We create new user accounts, configure automatic system updates, remove unnecessary trial software, connect devices to the cloud, find and install applications, and synchronize data among devices. These services cover a wide variety of devices, regardless of manufacturer. Support is provided for devices including PC, laptops, tablets, mobile devices and other connected devices. Our smartphone and tablet services include configuring mobile devices for wireless network (WiFi) access, setting up email, and educating customers on how to browse the Internet and install apps. We secure and repair problems with wireless networks. We configure, connect and establish secure connections among computers, the wireless network and supported devices.

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

Our Support.com Cloud offering

Our cloud-based software is the Company’s flagship offering in the Support Interaction Optimization (SIO) space, a rapidly growing market. Support.com Cloud is a SaaS offering that provides significant levels of automation and analytics that enable companies to deliver superior technology issue resolution while improving both the customer experience and operational performance. Based on insights from supporting more than six million connected technology transactions annually, our patented software architecture is designed to enable resolving problems in a consistent manner by using proprietary, automated workflow while capturing rich data for service delivery optimization. Flexible architecture means that companies can take advantage of additional functionality as their business requirements change, and can add richer analytics, marketing and subscription management, and third-party applications to resolve issues.

Our Support.com Cloud offering includes the following cloud applications:

1. *Agent Support* – our flagship application for automated guidance for customer support agents leading to more productive and engaged support teams, a more consistent support experience and higher customer satisfaction.
2. *Self-Support* – a newly released application for contextual self-service support for end-consumers either via the web or mobile apps leading to lower customer effort, a better customer experience and higher customer retention and loyalty.
3. *Embedded Support* – a Software Development Kit (SDK) allowing access to support guidance to be integrated within web sites or mobile apps for a seamless product experience.

Key features of our Support.com Cloud offering include:

Smart Guidance. Patent-pending Guided Paths® codify the organization’s best practices and ensures that agents and customers get the right guidance at the right time to help resolve customer problems. Guided Paths go beyond knowledge articles and decision trees to gather contextual information and pertinent device data and to automate time-consuming, multi-step activities in ways that lead to effective and consistent problem resolution and satisfied customers.

Blended Support Capability. A context engine tracks and analyzes information about what the end-customer is trying to achieve and about what activities they have already taken to help themselves. This context is maintained across support channels – for instance, if the customer escalates from self-service to assisted support - and leads to a seamless blended support experience and reduced customer effort, overcoming one of the most frequent customer complaints about customer support experiences.

Remote Support Tools. A set of advanced tools including remote access, screen co-browsing, on-screen assistance, and SeeSupport - remote video support using the customer’s smart phone as a camera - is available to support representatives enabling them to quickly and effectively troubleshoot technical problems.

Data and Analytics. Our cloud-based data architecture brings “Big Data” benefits to technology support, delivering business insights from rich data captured during service delivery and enabling organizations to track program performance and identify potential issues and inefficiencies.

Web-based Application Programming Interfaces (APIs). Open APIs enable integration with other contact center applications (such as ticketing systems, CRM platforms or knowledge bases) so that our Support.com Cloud applications can be fully integrated into the agent-customer interaction. The open API’s allow for data transfer and sharing between applications.

Our End-User Software Products

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

Our principal software products include products designed for malware protection and removal (SUPERAntiSpyware®), PC, smartphone and tablet maintenance and optimization (Cosmos®), and PC registry cleaning and repair (ARO®).

Sales and Marketing

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

Our partnerships typically begin with a pilot phase and can take several weeks to more than a year to progress to a broader roll-out. We typically wholesale services to our partners on a per-incident, per-subscription or labor rate basis and our partners resell the services to consumers and SMBs at prices our partners determine or bundle them with other services. In these partnerships, the services are generally sold under the partner’s brand. In certain cases, in addition to service delivery we sell the services on our partner’s behalf and receive commissions.

We acquire partners through our business development organization, and we support partners through our account management organization.

Support.com Cloud Offering. We license Support.com Cloud applications separately from support services provided by our technology specialists. In such an arrangement, customers receive the right to use our cloud-based software in their own technology support organization, using a SaaS model under which customers pay us on a per-user or a per-session basis during the term of the arrangement. We also provide implementation services to customers, typically covering integration of our software with other customer's systems. We charge for these services on a time-and-materials basis or as part of a fixed-fee package.

We acquire Support.com Cloud customers through our direct sales channel, which uses a variety of Internet-based lead generation strategies, thought leadership initiatives and industry presence marketing to drive demand. We also acquire customers through our partner channels.

End-User Software Products. We license our end-user software products directly to customers and through partners. To date, a majority of our end-user software revenue has come through direct sales to customers. Online advertising allows customers to click through to our software offerings where they can order and download our products on demand. In addition to fully featured software products available for a license fee, a substantial percentage of our end-user software revenue arises from customers who download free trial versions of our software or free versions of our software with limited functionality before making a purchase decision.

Research and Development

Technology is at the core of our business model and a direct source of revenue and growth, and as a result our recent investment in research and development is critical. Our Support.com cloud-based software creates a competitive advantage for us as we seek to be both the premier provider of turnkey support programs and a leading best-of-breed software supplier for technology support organizations. We maintain dedicated research and development teams in Redwood City, California, Bangalore, India, and Eugene, Oregon. Research and development expense was \$5.6 million in 2016, \$7.0 million in 2015, and \$5.1 million in 2014.

We have developed, maintain, and continue to improve proprietary, market-leading, cloud-based technologies that are essential to our business. We focus our investment in research and development across the following major areas: SaaS solutions for support interaction optimization; endpoint applications and other extensions to gather data to assist support interactions and allow remote support when necessary; business analytics and reporting; open application interfaces; and internal service delivery management tools.

Our SaaS technology includes patent-pending Guided Paths automated workflows, remote control of customer devices, automated device and systems data collection, and business analytics.

The service delivery management tools used by our agents for technology support services include our own Support.com cloud-based software capabilities and other contact center applications such as customer relationship management ("CRM"), ticketing, ordering, methods of payment, and telephony, which are all integrated into highly effective and efficient application for our technology specialists.

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

Open application interfaces of our Support.com Cloud enable integration with CRM, ticketing systems, and other contact center applications.

For end-user software, we build and enhance the products described under "Our End-User Software Products".

Intellectual Property

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

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

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

Competition

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

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

With respect to licenses of our Support.com Cloud offering, our competitors include companies focused on service desk, knowledge management, remote support and IT process automation. We believe the principal competitive factors in the Support Interaction Optimization (“SIO”) space include breadth and depth of functionality; ease of implementation; performance; scalability; pricing; vendor reputation; financial resources; and customer support. We believe that our Support.com Cloud offering can compete favorably because it provides an integrated end-to-end solution for SIO that stands out in terms of coverage of all the different areas of functionality required by customers.

In the market for our end-user software products, we face direct competition from software vendors, application providers, operating system providers, network equipment manufacturers, and other original equipment manufacturers (“OEMs”) that may provide similar solutions and function in their products, and from individuals and groups who offer “free” and open source utilities online.

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

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

Environmental Regulation

We are not aware at this time of any material effects that compliance with Federal, State and local provisions which have been enacted or adopted regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, may have on our business. Our assessment could change if and when any new regulations of such sort are enacted or adopted.

Employees

As of December 31, 2016, we had 1,525 employees, of whom 1,396 were work-from-home agents and 129 were corporate employees. In addition to our work-from-home employees, we also use contract labor. None of our employees are covered by collective bargaining agreements.

Securities and Exchange Commission (“SEC”) Filings and Other Available Information

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

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

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

ITEM 1A. RISK FACTORS.

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

- Our expectations and beliefs regarding future financial results;
- Our expectations regarding partners, renewal of contracts with these partners and the anticipated timing and magnitude of revenue from programs with these partners;
- Our ability to offer subscriptions to our services in a profitable manner;
- Our expectations regarding our ability to deliver technology services efficiently and through arrangements that are profitable, including both in SKU-based and time-based pricing models and other pricing models we may employ;
- Our ability to successfully license, implement and support our Support.com Cloud offering;
- Our expectations regarding sales of our end-user software products, and our ability to source, develop and distribute enhanced versions of these products;
- Our ability to successfully monetize customers who receive free versions of our end-user software products;
- Our ability to expand and diversify our customer base;
- Our ability to execute effectively in the SMB market;
- Our ability to attract and retain qualified management and employees;
- Our ability to hire, train, manage and retain technology specialists in a home-based model in quantities sufficient to meet forecast requirements, and our ability to continue to enhance the flexibility of our staffing model;

- Our ability to match staffing levels with service volume in a cost-effective manner;
- Our ability to manage contract labor as a component of our workforce;
- Our ability to operate successfully in a time-based billing model;
- Our ability to adapt to changes in the market for technology support services;
- Our ability to manage sales costs in programs where we are responsible for sales;
- Our ability to successfully manage marketing costs associated with our software products;
- Our beliefs and expectations regarding the introduction of new services and products, including additional cloud application software products and service offerings for devices beyond computers and routers;
- Our expectations regarding revenues, cash flows, expenses, including cost of revenue, sales and marketing, research and development efforts, and administrative expenses, and profits, including the expected effects of our cost reduction plans;
- Our assessment of seasonality, mix of revenue, and other trends for our business and the business of our partners;
- Our ability to deliver projected levels of profitability;
- Our expectations regarding the costs and other effects of acquisition and disposition transactions;
- Our expectations regarding unit volumes, pricing and other factors in the market for computers and other technology devices, and the effects of such factors on our business;
- Our ability to successfully operate in markets that are subject to extensive regulation, such as support for home security systems ;
- Our expectations regarding the results of pending, threatened or future litigation;
- Our expectations regarding the results of pending, threatened or future government investigations and audits, including, without limitation, those investigations and audits described in Item 3 Legal Proceedings of this report;
- The assumptions underlying our Critical Accounting Policies and Estimates, including our assumptions regarding revenue recognition; assumptions used to estimate self-insurance accruals; assumptions used to estimate the fair value of stock-based compensation; assumptions regarding the impairment of goodwill and intangible assets; and expected accounting for income taxes; and

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

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

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

Through the fourth quarter of 2013, we delivered six consecutive quarters of profitability. Since then we have sustained significant changes in our largest partner program that has continued to materially affect our revenue and margins. We also are making significant investments in support of our Support.com Cloud offering, and expect to continue to experience periods of losses in the future. If we fail to achieve revenue growth as a result of our additional investments and efforts, or if such revenue growth does not result in our achieving profitability, the market price of our common stock will likely decline. Future losses will likely result in usage of cash to fund our operating activities and a corresponding reduction in our cash balance.

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

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

- Maintain our current relationships and service programs, and develop new relationships, with service partners and licensees of our Support.com Cloud offering on acceptable terms or at all;
- Reach prospective customers for our software products in a cost-effective fashion;
- Reduce our dependence on a limited number of partners for a substantial majority of our revenue;
- Successfully license and grow our revenue related to our Support.com Cloud offering;
- Attract and retain qualified management and employees in competitive markets for talent;
- Hire, train, manage and retain our home-based technology specialists and enhance the flexibility of our staffing model in a cost-effective fashion and in quantities sufficient to meet forecast requirements;
- Manage substantial headcount changes, including in connection with our cost reduction plan over short periods of time;
- Manage contract labor efficiently and effectively;
- Meet revenue targets;
- Maintain gross and operating margins;
- Match staffing levels with demand for services and forecast requirements;
- Obtain bonuses and avoid penalties in contractual arrangements;
- Operate successfully in a time-based pricing model;
- Operate effectively in the SMB market;
- Offer subscriptions to our products and services in a profitable manner;
- Successfully introduce new, and adapt our existing, services and products for consumers and businesses;
- Respond effectively to changes in the market for technology support services;
- Respond effectively to changes in the advertising markets in which we participate;
- Respond effectively to competition;
- Respond to changes in macroeconomic conditions as they affect our and our partners' operations;
- Realize benefits of any acquisitions we make;
- Adapt to changes in the markets we serve, including the decline in sales of personal computers, the proliferation of tablets and other mobile devices and the introduction of new devices into the connected home and the "Internet of Things";
- Adapt to changes in our industry, including consolidation;
- Respond to government regulations relating to our current and future business;
- Manage and respond to present, threatened, and future litigation;
- Manage and respond to present, threatened or future government investigations and audits, including, without limitation, those audits and investigations described in Item 3 Legal Proceedings of this report; and
- Manage our operations and implement and improve our operational, financial and management controls.

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

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

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

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

- Demand for our services and products;
- The performance of our partners;
- Change, or reduction in or discontinuance of our principal programs with partners;
- Our reliance on a small number of partners for a substantial majority of our revenue;
- Instability or decline in the global macroeconomic climate and its effect on our and our partners' operations;
- Our ability to successfully license and grow revenue related to our Support.com Cloud offering;
- The availability and cost-effectiveness of advertising placements for our software products and our ability to respond to changes in the advertising markets in which we participate;
- Our ability to serve the SMB market;
- Our ability to attract and retain qualified management and employees in competitive markets;
- The efficiency and effectiveness of our technology specialists;
- Our ability to effectively match staffing levels with service volumes on a cost-effective basis;
- Our ability to manage contract labor;
- Our ability to hire, train, manage and retain our home-based technology specialists and enhance the flexibility of our staffing model in a cost-effective fashion and in quantities sufficient to meet forecast requirements;
- Our ability to manage substantial headcount changes over short periods of time;
- Our ability to manage costs under our self-funded health insurance program;
- Our ability to manage sales costs in programs where we are responsible for sales;
- Our ability to operate successfully in a time-based pricing model;
- Our ability to attract and retain partners;
- The price and mix of products and services we or our competitors offer;
- Pricing levels and structures in the market for technology support services;
- Usage rates on the subscriptions we offer;
- The rate of expansion of our offerings and our investments therein;
- Changes in the markets for computers and other technology devices relating to unit volume, pricing and other factors, including changes driven by declines in sales of personal computers and the growing popularity of tablets, and other mobile devices and the introduction of new devices into the connected home;
- Our ability to adapt to our customers' needs in a market space defined by frequent technological change;
- The amount and timing of operating costs and capital expenditures in our business;
- Diversion of management's attention from other business concerns, incurrence of costs and disruption of our ongoing business activities as a result of acquisitions or divestitures by us;
- Costs related to the defense and settlement of litigation which can also have an additional adverse impact on us because of negative publicity, diversion of management resources and other factors;
- Costs related to the defense and settlement of government investigations and audits which can also have an additional adverse impact on us because of negative publicity, diversion of management resources and other factors, including, without limitation, those audits and investigations described in Item 3 Legal Proceedings of this report
- Potential losses on investments, or other losses from financial instruments we may hold that are exposed to market risk; and
- The exercise of judgment by our management in making accounting decisions in accordance with our accounting policies.

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

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

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

For the three months ended December 31, 2016, Comcast and Office Depot accounted for 60% and 9%, respectively, of our total revenue. For the twelve months ended December 31, 2016, Comcast and Office Depot accounted for 60% and 15%, respectively, of our total revenue. The loss of these or other significant relationships, the change of the terms or terminations of our arrangements with any of these firms, the reduction or discontinuance of programs with any of these firms, or the failure of any of these firms to achieve their targets has in the past adversely affected, and could in the future adversely affect our business. For example, we have experienced in past quarters, and may experience in future quarters, reductions in our call volume and revenue related to Comcast's efforts to improve its Wireless Gateway customer experience. Generally, the agreements with our partners do not require them to conduct any minimum amount of business with us, and therefore they have decided in the past and could decide at any time in the future to reduce or eliminate their programs or the use of our services in such programs. They may also enter into multi-sourcing arrangements with other vendors for services previously provided exclusively by us. Further, we may not successfully obtain new partners or customers. There is also the risk that, once established, our programs with these and other partners may take longer than we expect to produce revenue or may not produce revenue at all, and the revenue produced may not be profitable if the costs of performing under the program are greater than anticipated or the program terminates before up-front investments can be recouped. One or more of our key partners may also choose not to renew their relationship with us, discontinue certain programs, offer them only on a limited basis or devote insufficient time and attention to promoting them to their customers. Some of our key partners may prefer not to work with us if we also partner with their competitors. If any of these key partners merge with one of their competitors (as occurred with Office Depot and OfficeMax in 2013), all of these risks could be exacerbated.

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

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

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

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

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

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

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

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

Our business is based on successfully attracting and retaining talented employees. The market for highly skilled workers and leaders in our industry is extremely competitive. If we are not successful in our recruiting efforts, or if we are unable to retain key employees and executive management, particularly after our recently announced cost reduction plan, our ability to develop and deliver successful products and services may be adversely affected. Effective succession planning is also important to our long-term success. Failure to ensure effective transfer of knowledge and smooth transitions involving key employees and executive management could hinder our strategic planning and execution.

The loss of one or more members of our senior management may cause instability at the Company

We are highly dependent on the efforts and abilities of the principal members of our senior management team, and the loss of one or more key executives could have a negative impact on our business. On October 28, 2016, Elizabeth Cholawsky resigned her position as President and Chief Executive Officer, effective immediately. The board of directors appointed Rick Bloom as interim President and Chief Executive Officer. Roop Lakkaraju resigned his position as Executive Vice President, Chief Financial Officer and Chief Operating Officer effective February 3, 2017. As a result of these changes, we may experience a disruption in our business. No assurances can be made about the impact that these management changes will have on the Company. Additional turnover at the senior management level may create instability within the Company and our employees may decide to terminate their employment, which could further impede the Company's maintenance of its day to day operations. Such instability could impede our ability to implement fully our business plan and growth strategy, which would harm our business and prospects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Risks of product malfunction after new technology is integrated;
- Risks that we may be unable to obtain or continue to obtain support, maintenance and updates from the technology supplier;

- The diversion of resources from the development of our own proprietary technology; and
- Our inability to generate revenue from new technology sufficient to offset associated acquisition and maintenance costs.

Our business operates in regulated industries.

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

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

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

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

If our services are used to commit fraud or other similar intentional or illegal acts, we may incur significant liabilities, our services may be perceived as not secure and customers may curtail or stop using our services.

Certain software and services we provide, including our Support.com Cloud applications, enable remote access to and control of third-party computer systems and devices. We generally are not able to control how such access may be used or misused by licensees of our SaaS offerings. If our software is used by others to commit fraud or other illegal acts, including, but not limited to, violating data privacy laws, proliferating computer files that contain a virus or other harmful elements, interfering or disrupting third-party networks, infringing any third party's copyright, patent, trademark, trade secret or other rights, transmitting any unlawful, harassing, libelous, abusive, threatening, vulgar, obscene or otherwise objectionable material, or committing unauthorized access to computers, devices, or protected information, third parties may seek to hold us legally liable. As a result, defending such claims could be expensive and time-consuming regardless of the merits, and we could incur significant liability or be required to undertake expensive preventive or remedial actions. As a result, our operating results may suffer and our reputation may be damaged.

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

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

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

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

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

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

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

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

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

Our business involves direct sale and licensing of services and software to consumers and SMBs, and we typically include customary indemnification provisions in favor of our partners in our agreements for the distribution of our services and software. As a result, we can be subject to consumer litigation and legal proceedings related to our services and software, including putative class action claims and similar legal actions, including, but not limited to, consumer litigation and legal proceedings that may arise related to the FTC and DOL investigations described in Note 3 Legal Proceedings in this report. We can also be subject to employee litigation and legal proceedings related to our employment practices attempted on a class or representative basis. Such litigation can be expensive and time-consuming regardless of the merits of any action, and could divert management's attention from our business. The cost of defense can be large as can any settlement or judgment in an action. The outcome of any litigation is uncertain and could significantly impact our financial results. Regardless of outcome, litigation can have an adverse impact on us because of defense costs, negative publicity, diversion of management resources and other factors.

Our long-term success depends, in part, on our ability to expand sales to customers located outside of the United States, and thus our business is susceptible to risks associated with international sales and operations.

We currently have sales personnel only within the United States but may expand our international operations. Our international expansion efforts may not be successful. In addition, conducting international operations subjects us to new risks that we have not generally faced in the United States. These risks include:

- Localization of our services, including translation into foreign languages and adaptation for local practices and regulatory requirements;
- Lack of familiarity with and unexpected changes in foreign regulatory requirements;
- Longer accounts receivable payment cycles and difficulties in collecting accounts receivable;
- Difficulties in managing and staffing international operations;

- Fluctuations in currency exchange rates;
- Potentially adverse tax consequences, including the complexities of foreign value added or other tax systems and restrictions on the repatriation of earnings;
- Dependence on certain third parties, including channel partners with whom we do not have extensive experience;
- The burdens and complexity of complying with a wide variety of foreign laws and legal standards;
- 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.

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

Goodwill and identifiable intangible assets were recorded in part due to our acquisition of substantially all of the assets and liabilities of YourTechOnline.com in May 2008, our acquisition of substantially all of the assets of Xeriton Corporation in December 2009, our acquisition of certain assets and assumed liabilities of SUPERAntiSpyware in June 2011 and our acquisition of certain assets and assumed liabilities of RightHand IT Corporation in January 2012. We also have certain intangible assets with indefinite lives. We assess the impairment of goodwill and indefinite lived intangible assets annually or more often (as occurred during 2015; see Note 1 in the accompanying consolidated financial statements for additional information on our goodwill impairment) if events or changes in circumstances indicate that the carrying value may not be recoverable. We assess the impairment of acquired product rights and other finite lived intangible assets whenever events or changes in circumstances indicate that its carrying amount may not be recoverable. If an impairment of our long-lived assets occurs we will incur non-cash impairment charges.

The recent changes to our Board could cause uncertainty about the strategic direction of our business.

At our 2016 Annual Meeting of Stockholders (the "2016 Annual Meeting") five of our six directors were replaced. This Board transition may cause disruptions to our business or distract our management from normal operating activities. Changes to the composition of our Board may lead to market perceptions of a change in the direction of the business, instability or lack of continuity, which could:

- be exploited by our competitors, cause concern to our current or potential clients,
- result in the loss of current customers or potential business opportunities, or
- make it more difficult to attract and retain qualified personnel and business partners.

Any of the foregoing could cause poor financial results, poor operating performance, or significant fluctuations in our stock price.

Delaware law and our certificate of incorporation and bylaws contain anti-takeover provisions, and our Board adopted a Section 382 Tax Benefits Preservation Plan, any of which could delay or discourage takeover attempts that some stockholders may consider favorable.

Delaware law and our certificate of incorporation and amended and restated bylaws contain certain provisions, any of which could render more difficult, or discourage a merger, tender offer, or assumption of control of the Company that is not approved by our Board of Directors that some stockholders may consider favorable. In addition, on April 20, 2016, our Board acted to preserve the potential benefits of our NOLs from being limited pursuant to Section 382 of the Code by adopting a Section 382 Tax Benefits Preservation Plan (the "Section 382 Tax Benefits Preservation Plan"). The principal reason our Board adopted the Section 382 Tax Benefits Preservation Plan is that we believe that the NOLs are a potentially valuable asset and the Board believes it is in the Company's best interests to attempt to protect this asset by preventing the imposition of limitations on their use. While the Section 382 Tax Benefits Preservation Plan is not principally intended to prevent a takeover, it does have a potential anti-takeover effect because an "acquiring person" thereunder may be diluted upon the occurrence of a triggering event. Accordingly, the overall effects of the Section 382 Tax Benefits Preservation Plan may be to render more difficult, or discourage a merger, tender offer, or assumption of control by a substantial holder of our securities. The Section 382 Tax Benefits Preservation Plan, however, should not interfere with any merger or other business combination approved by the Board.

Changes or modifications in financial accounting standards may have a material adverse impact on our reported results of operations or financial condition.

A change or modification in accounting policies can have a significant effect on our reported results and may even affect our reporting of transactions completed before the change is effective, including the potential impact of the adoption and implementation of the accounting standard update on revenue recognition issued in May 2014 by the Financial Accounting Standards Board. New pronouncements and varying interpretations of existing pronouncements have occurred with frequency and may occur in the future. Changes to existing rules, or changes to the interpretations of existing rules, could lead to changes in our accounting practices, and such changes could materially adversely affect our reported financial results or the way we conduct our business.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

Not applicable.

ITEM 2. PROPERTIES.

Our corporate headquarters is located in Redwood City, California, where we sublease an office facility of approximately 21,620 square feet. The sublease agreement will expire on April 30, 2017. We are in the process of evaluating the lease for a new corporate headquarters location. We also lease office facilities in Eugene, Oregon (for which the lease agreement will expire on December 31, 2017) and Louisville, Colorado (for which the lease agreement expired on January 31, 2017 and is being renewed with a maximum 90 day commitment). In addition, we lease office space in Bangalore, India with 6,838 square feet for which the lease will expire on August 31, 2021 and in Manila, Philippines for which the lease will expire on May 15, 2018.

ITEM 3. LEGAL PROCEEDINGS.

On October 11, 2016 the Wage and Hour Division of the U.S. Department of Labor ("DOL") notified the Company that it would be conducting an audit of the Company relating to compliance with the Fair Labor Standards Act ("FLSA"). The DOL has indicated that the focus of the audit is directed to compliance with overtime requirements related to our technology specialists who work from home providing technical support services. The audit commenced on October 20, 2016 and is ongoing as of the date of this report. On January 24, 2017, the DOL notified the Company that it would be conducting an audit of the Company relating to compliance with the Family and Medical Leave Act of 1993. As of the date of this report this audit has not yet commenced.

On December 20, 2016 the Federal Trade Commission ("FTC") issued a Civil Investigative Demand to the Company requiring the Company to produce certain documents and materials and to answer certain interrogatories relating to PC Healthcheck, a software program provided by the Company to certain third parties. The FTC has not alleged a factual basis underlying the investigation. On January 17, 2017 the Consumer Protection Division of the Office of Attorney General, State of Washington ("Washington AG"), issued a Civil Investigative Demand to the Company requiring the Company to produce certain documents and materials and to answer certain interrogatories relating to PC Healthcheck. The Washington AG has not alleged a factual basis underlying the investigation. The Company is in the process of responding to both Civil Investigative Demands.

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

Guarantees

We have identified guarantees in accordance with ASC 450, *Contingencies*. This guidance stipulates that an entity must recognize an initial liability for the fair value, or market value, of the obligation it assumes under the guarantee at the time it issues such a guarantee, and must disclose that information in its interim and annual financial statements. We have entered into various service level agreements with our partners, in which we may guarantee the maintenance of certain service level thresholds. Under some circumstances, if we do not meet these thresholds, we may be liable for certain financial costs. We evaluate costs for such guarantees under the provisions of ASC 450. We consider such factors as the degree of probability that we would be required to satisfy the liability associated with the guarantee and the ability to make a reasonable estimate of the resulting cost. We incurred zero costs as a result of such obligations during the years ended December 31, 2016 and 2015. We have not accrued any liabilities related to such obligations in the consolidated financial statements as of December 31, 2016 and 2015.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

PART II**ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.****Market of Common Stock**

Our common stock has been traded publicly on the Nasdaq Global Select Market ("Nasdaq") under the symbol "SPRT" from July 19, 2000 to August 17, 2017 and then on The Nasdaq Capital Market since August 17, 2017. Before July 19, 2000, there was no public market for our common stock. The following table sets forth the highest and lowest sale price of our common stock for the quarters indicated:

	<u>Low</u>	<u>High</u>
Fiscal Year 2016:		
First Quarter	\$ 2.10	\$ 3.18
Second Quarter	\$ 2.16	\$ 3.00
Third Quarter	\$ 2.37	\$ 2.94
Fourth Quarter	\$ 1.98	\$ 2.61
Fiscal Year 2015:		
First Quarter	\$ 4.68	\$ 6.24
Second Quarter	\$ 4.14	\$ 5.46
Third Quarter	\$ 3.27	\$ 4.23
Fourth Quarter	\$ 2.91	\$ 3.81

Holders of Record

As of February 28, 2017, there were approximately 21 holders of record of our common stock (not including beneficial holders of stock held in street name).

Dividend Policy

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

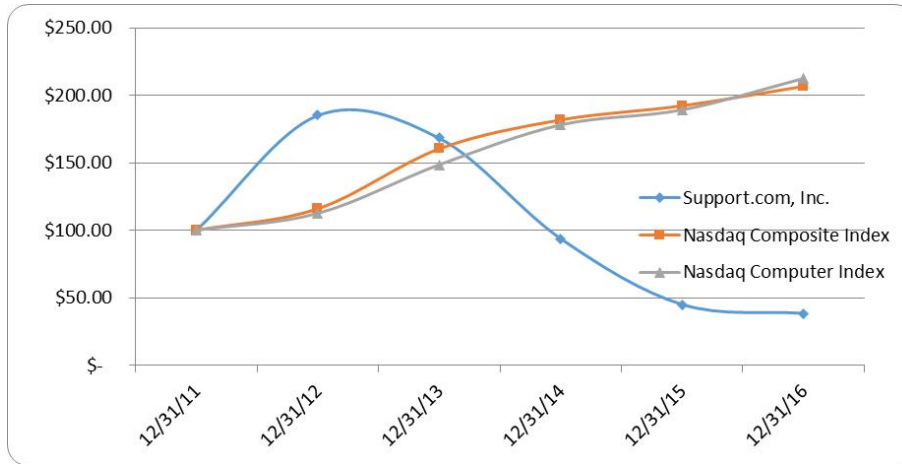
Securities Authorized for Issuance Under Equity Compensation Plans

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

Stock Price Performance Graph

The following graph illustrates a comparison of the cumulative total stockholder return (change in stock price plus reinvested dividends) of the Company’s Common Stock and the CRSP Total Return Index for the Nasdaq U.S. Stocks (the “Nasdaq Composite Index”) and Nasdaq Computer and Data Processing Services Index from December 31, 2011 through December 31, 2016. The graph assumes that \$100 was invested on December 31, 2011 in us, the Nasdaq Composite Index and the Nasdaq Computer and Data Processing Services Index and that all dividends were reinvested. No cash dividends have been declared or paid on our common stock. Our common stock has been traded on the Nasdaq since July 19, 2000. The comparisons in the table are required by the SEC and are not intended to forecast or be indicative of possible future performance of our common stock.

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



CUMULATIVE TOTAL RETURN AT PERIOD END

	12/31/11	12/31/12	12/31/13	12/31/14	12/31/15	12/31/16
Support.com, Inc.	\$ 100.00	\$ 185.33	\$ 168.44	\$ 93.78	\$ 44.89	\$ 38.22
Nasdaq Composite Index	\$ 100.00	\$ 115.91	\$ 160.32	\$ 181.80	\$ 192.21	\$ 206.63
Nasdaq Computer Index	\$ 100.00	\$ 112.48	\$ 148.41	\$ 177.91	\$ 189.02	\$ 212.21

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

ITEM 6. SELECTED CONSOLIDATED FINANCIAL DATA.

Support.com is a leading provider of cloud-based software and services for technology support . In June 2009, we sold our legacy Enterprise software business to Consona Corporation and focused our efforts purely on the consumer and SMB markets for technology services, and, more recently, our Support.com Cloud offering. Therefore, our audited consolidated financial statements, accompanying notes and other information provided in this Form 10-K reflect the Enterprise business as a discontinued operation for all periods presented in accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*. The Company currently reports its operations as a single operating segment.

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

Year Ended December 31,

	2016	2015	2014	2013	2012
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(In thousands, except per share data)

Consolidated Statements of Operations Data:

Revenue:

Services	\$ 56,311	\$ 72,151	\$ 77,272	\$ 74,867	\$ 57,622
Software and other	5,349	5,182	5,719	13,296	14,332
Total revenue	61,660	77,333	82,991	88,163	71,954

Cost of revenue:

Cost of services	50,245	61,439	60,606	43,208	37,343
Cost of software and other	486	536	840	1,172	1,421
Total cost of revenue	50,731	61,975	61,446	44,380	38,764

Gross profit	10,929	15,358	21,545	43,783	33,190
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Operating expenses:

Research and development	5,577	6,957	5,078	5,735	6,773
Sales and marketing	6,671	8,545	7,206	14,599	18,285
General and administrative	12,958	13,011	11,320	11,376	12,234
Amortization of intangible assets and other	1,028	1,069	1,091	1,321	1,522
Goodwill impairment	—	14,240	—	—	—
Restructuring	1,146	—	—	—	—
Total operating expenses	27,380	43,822	24,695	33,031	38,814

Income (loss) from operations	(16,451)	(28,464)	(3,150)	10,752	(5,624)
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Interest income and other, net	518	430	294	369	297
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Income (loss) from continuing operations, before income taxes	(15,933)	(28,034)	(2,856)	11,121	(5,327)
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Income tax provision (benefit)	307	(965)	740	772	208
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Income (loss) from continuing operations, after income taxes	(16,240)	(27,069)	(3,596)	10,349	(5,535)
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Income from discontinued operations, after income taxes	284	28	113	34	111
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Net income (loss)	\$ (15,956)	\$ (27,041)	\$ (3,483)	\$ 10,383	\$ (5,424)
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Basic earnings (loss) per share:

Continuing operations, after income taxes	\$ (0.88)	\$ (1.49)	\$ (0.20)	\$ 0.60	\$ (0.34)
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Discontinued operations, after income taxes	0.01	0.00	0.01	0.00	0.01
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Basic net earnings (loss) per share	\$ (0.87)	\$ (1.49)	\$ (0.19)	\$ 0.60	\$ (0.33)
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Diluted earnings (loss) per share:

Continuing operations, after income taxes	\$ (0.88)	\$ (1.49)	\$ (0.20)	\$ 0.58	\$ (0.34)
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Discontinued operations, after income taxes	0.01	0.00	0.01	0.00	0.01
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Diluted net earnings (loss) per share	\$ (0.87)	\$ (1.49)	\$ (0.19)	\$ 0.58	\$ (0.33)
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Shares used in computing per share amounts:

Basic	18,409	18,182	17,944	17,184	16,266
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Diluted	18,409	18,182	17,944	17,941	16,266
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December 31,

	2016	2015	2014	2013	2012
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(In thousands)

Consolidated Balance Sheet Data:

Cash, cash equivalents and investments	\$ 53,409	\$ 65,734	\$ 73,793	\$ 72,357	\$ 56,350
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Working capital	\$ 54,873	\$ 67,873	\$ 79,758	\$ 77,973	\$ 54,758
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Total assets	\$ 67,229	\$ 81,492	\$ 107,987	\$ 106,899	\$ 88,259
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Long-term obligations	\$ 607	\$ 792	\$ 2,201	\$ 1,804	\$ 1,456
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Accumulated deficit	\$ (202,470)	\$ (186,514)	\$ (159,473)	\$ (155,990)	\$ (166,373)
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Total stockholders' equity	\$ 57,308	\$ 71,346	\$ 95,721	\$ 95,396	\$ 74,163
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ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

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

Overview

Support.com, Inc. is a leading provider of cloud-based software and services that enable technology support for a connected world. Support.com is the choice of leading communications providers, top retailers, and other important brands in software, consumer and business electronics, and connected technology.

Our technology support services programs help leading brands create new revenue streams and deepen customer relationships. We offer turnkey, outsourced support services for service providers, retailers, IoT (Internet of Things) solution providers and technology companies. Our technology support services programs are designed for both the consumer and SMB markets, and include computer and mobile device set-up, security and support, virus and malware removal, wireless network set-up, and home security and automation system support. Most of our technology specialists work from their homes rather than in brick-and-mortar facilities. We are compensated for our services on a per-incident, per-subscription or labor rate basis.

Our Support.com Cloud offering is a software-as-a-service ("SaaS") solution for companies to optimize support interactions with their customers using their own or third party support personnel. The solution enables companies to quickly resolve complex technology issues for their customers, boosting support agent productivity, providing ease of use for customer self-service, and dramatically improving the customer experience.

Total revenue for the year ended December 31, 2016 decreased by \$15.7 million, or 20%, from 2015. Revenue from services decreased by \$15.8 million, or 22%, from 2015. The decrease in service revenue was mainly due to Comcast improving its Wireless Gateway customer experience, which has reduced call volume. Revenue from software and other increased by \$0.2 million, or 3%, from 2015 primarily due to new subscriptions exceeding expiring subscriptions.

Cost of services for the year ended December 31, 2016 decreased by 18% from 2015 and was mainly driven by the lower service revenues for 2016. Cost of software and other for the year ended December 31, 2016 decreased by 9% year-over-year principally due to a decline in third-party licensing costs of \$0.1 million. Total gross margin declined from 20% to 18% year-over-year which was primarily attributable to higher employee benefit costs associated with our self-insured medical insurance plan.

Operating expenses for the year ended December 31, 2016 decreased by 38% from 2015. Included in operating expenses for 2015 was an impairment charge of \$14.2 million related to the write-off of goodwill, accounting for 86% of the decrease. The remainder of the decrease related to lower research and development costs of \$1.4 million as well as lower sales and marketing costs of \$1.9 million due to decreased employee related expenses, including stock-based compensation, from reduced headcount associated with the Company's cost restructuring efforts in the second and fourth quarter of 2016.

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

Critical Accounting Policies and Estimates

In preparing our consolidated financial statements in conformity with generally accepted accounting principles in the United States, we make assumptions, judgments and estimates that can have a significant impact on our revenue and operating results, as well as on the value of certain assets and liabilities on our consolidated balance sheet. We base our assumptions, judgments and estimates on historical experience and various other factors that we believe to be reasonable under the circumstances. Actual results could differ materially from these estimates under different assumptions or conditions. On a regular basis we evaluate our assumptions, judgments and estimates and make changes accordingly. We believe that the assumptions, judgments and estimates involved in the accounting for revenue recognition, fair value measurements, purchase accounting in business combinations, self-insurance accruals, accounting for goodwill and other intangible assets, stock-based compensation and accounting for income taxes have the greatest potential impact on our consolidated financial statements, so we consider these to be our critical accounting policies. We discuss below the critical accounting estimates associated with these policies. For further information on the critical accounting policies, see Note 1 of our Notes to Consolidated Financial Statements.

Revenue Recognition

Our revenue recognition policy is one of our critical accounting policies because revenue is a key component of our results of operations, and revenue recognition is based on complex rules which require us to make judgments. In accordance with the provisions of ASC 605, *Revenue Recognition*, we recognize revenue only when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) delivery has occurred, (iii) collection is considered probable, and (iv) the fees are fixed or determinable. We do not record revenue on sales transactions when the collection of cash is in doubt at the time of sale, and we use management judgment in determining collectability. From time to time, we may enter into agreements which involve us making payments to our partners. We use judgment in evaluating the treatment of such payments and in determining which portions of the consideration paid to customers should be recorded as contra-revenue and which should be recorded as an expense. We generally provide a refund period on services and end-user software products, and we employ judgment in determining whether a customer is eligible for a refund based on that customer's specific facts and circumstances. Our Support.com Cloud agreements usually include service level thresholds under which we may be liable for certain financial costs. If our estimates and judgments on any of the foregoing are incorrect, our revenue for one or more periods may be incorrectly recorded. Please see Note 1 in Notes to the Consolidated Financial Statements for further discussion of our revenue recognition policies.

Fair Value Measurements

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

- Level 1 - Quoted prices in active markets for identical assets or liabilities. Therefore, determining fair value for Level 1 instruments generally does not require significant management judgment, and the estimation is not difficult.
- Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 instruments require limited management judgment.
- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. The determination of fair value for Level 3 instruments requires the most management judgment and subjectivity.

Our Level 2 securities are priced using quoted market prices for similar instruments, nonbinding market prices that are corroborated by observable market data, or discounted cash flow techniques. Marketable securities, measured at fair value using Level 2 inputs, are primarily comprised of commercial paper, corporate bonds, corporate notes and U.S. government agencies securities. We review trading activity and pricing for these investments as of the measurement date. When sufficient quoted pricing for identical securities is not available, we use market pricing and other observable market inputs for similar securities obtained from various third-party data providers. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data.

Purchase Accounting in Business Combinations

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

Accounting for Goodwill and Other Intangible Assets

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

For the quarter ended June 30, 2015, based on various quantitative and qualitative factors which included, among others, the continuing decline in the Company's market capitalization, the Company determined that sufficient indicators existed warranting a review to determine if the fair value of its single reporting unit had been reduced to below its carrying value. As a result, the Company performed goodwill impairment testing using the required two-step process.

The result of the Company's step one test indicated that the carrying value of the Company's single reporting unit exceeded its estimated fair value. Accordingly, the Company performed the second step test and concluded that its goodwill was fully impaired and thus recorded a non-cash impairment charge of \$14.2 million for the quarter ended June 30, 2015.

We assess the impairment of identifiable intangible assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. An impairment loss would be recognized when the sum of the future net cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying value.

During the second and fourth quarter of 2015, based on various quantitative and qualitative factors which included, among others, the continuing decline in the Company's market capitalization, the Company determined that sufficient indicators existed warranting a review of the future net cash flows expected to result from the use of the identifiable intangible assets and their eventual disposition. We determined that asset values were recoverable based on future estimated cash flows and concluded that there was no impairment. In addition, we performed an assessment of identifiable intangibles during 2016 and concluded that there was no impairment.

If our estimates regarding future cash flows derived from such assets were to change, we may record an impairment charge to the value of these assets. Such impairment loss would be measured as the difference between the carrying value of the asset and its fair value. The carrying value of intangible assets as of December 31, 2016 was \$266,000.

Stock-Based Compensation

We account for stock-based compensation in accordance with the provisions of ASC 718, *Compensation - Stock Compensation*. Under the fair value recognition provisions of ASC 718, stock-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense ratably over the requisite service period of the award. We estimate the fair value of stock-based awards on the grant date using (i) the Black-Scholes-Merton option-pricing model for service-based stock options, (ii) the Monte-Carlo simulation model for market-based stock options, and (iii) the quoted prices of the Company's common stock for restricted stock units. Determining the appropriate fair value model and calculating the fair value of stock-based awards requires judgment, including estimating stock price volatility, forfeiture rates and expected life. If any of these assumptions used in the option-pricing models change, our stock-based compensation expense could change on our consolidated financial statements.

Accounting for Income Taxes

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

Our deferred tax assets do not include excess tax benefits related to stock-based compensation post ASC 718 adoption. The total excess tax benefit component of our federal and state net operating loss carryforwards is \$4.1 million as of December 31, 2016. Consistent with prior years, the excess tax benefit reflected in our net operating loss carryforwards will be accounted for as a credit to stockholders' equity, if and when realized. In determining if and when excess tax benefits have been realized, we have elected to utilize the with-and-without approach with respect to such excess tax benefits.

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

Results of Operations

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

	Year Ended December 31,		
	2016	2015	2014
Revenue:			
Services	91%	93%	93%
Software and other	9	7	7
Total revenue	<u>100</u>	<u>100</u>	<u>100</u>
Cost of revenue:			
Cost of services	81	79	73
Cost of software and other	1	1	1
Total cost of revenue	<u>82</u>	<u>80</u>	<u>74</u>
Gross profit	18	20	26
Operating expenses:			
Research and development	9	9	6
Sales and marketing	11	11	9
General and administrative	21	17	14
Amortization of intangible assets and other	2	1	1
Impairment of goodwill	—	19	—
Restructuring	2	—	—
Total operating expenses	<u>45</u>	<u>57</u>	<u>30</u>
Loss from operations	(27)	(37)	(4)
Interest income and other, net	1	1	1
Loss from continuing operations, before income taxes	(26)	(36)	(3)
Income tax provision (benefit)	—	(1)	1
Loss from continuing operations, after income taxes	(26)	(35)	(4)
Income from discontinued operations, after income taxes	—	—	—
Net Loss	<u>(26)%</u>	<u>(35)%</u>	<u>(4)%</u>

Years Ended December 31, 2016, 2015, and 2014:

Revenue

(\$ in thousands)	% Change		% Change	
	2016	2015 to 2016	2015	2014 to 2015
Services	\$ 56,311	(22)%	\$ 72,151	(7)%
Software and other	5,349	3%	5,182	(9)%
Total revenue	\$ 61,660	(20)%	\$ 77,333	(7)%

Services. Services revenue consists primarily of fees for technology services generated from our partners. We provide these services remotely, generally using service delivery personnel who utilize our proprietary technology to deliver the services. Services revenue is also comprised of the licensing of our Support.com Cloud. Services revenue for the year ended December 31, 2016 decreased by \$15.8 million from 2015. The decrease in revenue was mainly due to a decrease in the Comcast Wireless Gateway program due to call volume declines. For the year ended December 31, 2016, services revenue generated from our partnerships was \$52.2 million compared to \$67.4 million for 2015. For the year ended December 31, 2016, direct services revenue was \$4.1 million compared to \$4.8 million for 2015.

Services revenue for the year ended December 31, 2015 decreased by \$5.1 million from 2014. The decrease in revenue was mainly due to 1) a decrease in the Comcast Wireless Gateway program due to call volume declines, which was somewhat offset by an increase in the Xfinity Home program due to a full year of contribution and program growth, 2) a decrease in Office Depot revenue primarily as a result of price reductions provided at the time of the 2014 contract extension and 3) other fluctuations in various programs due to market conditions. For the year ended December 31, 2015, services revenue generated from our partnerships was \$67.4 million compared to \$70.9 million for 2014. For the year ended December 31, 2015, direct services revenue was \$4.8 million compared to \$6.4 million for 2014.

Software and other. Software and other revenue is comprised primarily of fees for end-user software products provided through direct customer downloads, and, to a lesser extent, through the sale of these software products via partners. Software and other revenue for the year ended December 31, 2016 increased by \$0.2 million from 2015 due to new subscriptions being greater than expirations of subscriptions. Direct software and other revenue was \$3.0 million for the years ended December 31, 2016 and 2015. For the year ended December 31, 2016, software and other revenue generated from our partnerships was \$2.4 million compared to \$2.2 million for 2015.

Software and other revenue for the year ended December 31, 2015 decreased by \$0.5 million from 2014 due to expirations of subscriptions being greater than new subscriptions. For the year ended December 31, 2015, direct software and other revenue was \$3.0 million compared to \$3.2 million for 2014. For the year ended December 31, 2015, software and other revenue generated from our partnerships was \$2.2 million compared to \$2.5 million for 2014.

Revenue Mix

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

	Year Ended		
	2016	2015	2014
Services	91%	93%	93%
Software and other	9%	7%	7%
Total revenue	100%	100%	100%

For the year ended December 31, 2016, Comcast and Office Depot accounted for 60% and 15%, respectively, of our total revenue. For the year ended December 31, 2015, Comcast and Office Depot accounted for 68% and 15%, respectively, of our total revenue. For the year ended December 31, 2014, Comcast and Office Depot accounted for 64% and 16%, respectively, of our total revenue. No other customers accounted for 10% or more of our total revenue in any year presented. Revenue from customers outside the United States accounted for less than 1% of our total revenue in 2016, 2015, and 2014.

Cost of Revenue

(\$ in thousands)	% Change		% Change	
	2016	2015 to 2016	2015	2014 to 2015
Cost of services	\$ 50,245	(18)%	\$ 61,439	1%
Cost of software and other	486	(9)%	536	(36)%
Total cost of revenues	\$ 50,731	(18)%	\$ 61,975	1%

Cost of services. Cost of services consists primarily of compensation costs and contractor expenses for people providing services, technology and telecommunication expenses related to the delivery of services and other personnel-related expenses in service delivery. The decrease of \$11.2 million in cost of services for the year ended December 31, 2016 compared to 2015 was mainly due to lower services revenue which prompted corresponding decreases in wages and employee benefits in connection with supporting our customers.

The increase of \$0.8 million in cost of services for the year ended December 31, 2015 compared to 2014 was mainly due to increases in wages and employee benefits in connection with the hiring of additional technology specialists primarily to support new program launches.

Cost of software and other. Cost of software and other fees consists primarily of third-party royalty fees for our end-user software products. Certain of these products were developed using third-party research and development resources, and the third party receives royalty payments on sales of products it developed. The decrease of \$0.1 million in cost of software and other for the year ended December 31, 2016 compared to 2015 was primarily due to lower third-party license fees. The decrease of \$0.3 million in cost of software and other for the year ended December 31, 2015 compared to 2014 was primarily due to lower sales of end-user software products.

Operating expenses

(\$ in thousands)	% Change		% Change	
	2016	2015 to 2016	2015	2014 to 2015
Research and development	\$ 5,577	(20)%	\$ 6,957	37%
Sales and marketing	6,671	(22)%	8,545	19%
General and administrative	12,958	(0)%	13,011	15%
Amortization of intangible assets and other	1,028	(4)%	1,069	(2)%
Goodwill impairment	—	(100)%	14,240	100%
Restructuring	1,146	100%	—	—
Total operating expenses	\$ 27,380	(38)%	\$ 43,822	77%

Research and development. Research and development expense consists primarily of compensation costs, third-party consulting expenses and related overhead costs for research and development personnel. Research and development costs are expensed as they are incurred. The decrease of \$1.4 million in research and development expense for the year ended December 31, 2016 compared to 2015 resulted primarily due to decreased employee related expenses, including stock-based compensation, from reduced headcount in connection with cost reduction efforts. The increase of \$1.9 million in research and development expense for the year ended December 31, 2015 compared to 2014 resulted primarily from increases in salary and wage related expenses due to an increase in headcount.

Sales and marketing. Sales and marketing expense consists primarily of compensation costs of business development, program management and marketing personnel, as well as expenses for lead generation and promotional activities, including public relations, advertising and marketing. The decrease of \$1.9 million in sales and marketing expense for the year ended December 31, 2016 compared to 2015 resulted primarily from due to decreased employee related expenses, including stock-based compensation, from reduced headcount in connection with cost reduction efforts.

The increase of \$1.3 million in sales and marketing expense for the year ended December 31, 2015 compared to 2014 resulted primarily from increases in salary and wage related expenses due to an increase in headcount.

General and administrative. General and administrative expense consists primarily of compensation costs and related overhead costs for administrative personnel and professional fees for legal, accounting and other professional services. The decrease of \$0.1 million in general and administrative expense for the year ended December 31, 2016 compared to 2015 was attributable to lower employee related expenses, primarily stock-based compensation, partially offset by increases in professional service fees.

The increase of \$1.7 million in general and administrative expense for the year ended December 31, 2015 compared to 2014 resulted primarily from increases in salary and wage related expenses due to an increase in headcount as well in an increase in professional services.

Amortization of intangible assets and other. The amortization of intangible assets and other for the year ended December 31, 2016 was consistent with all periods presented.

Goodwill impairment. During the second quarter of 2015, based on various quantitative and qualitative factors, which included, among others, the continuing decline in the Company's market capitalization, we determined that sufficient indicators existed warranting a review to determine if the fair value of our single reporting unit had been reduced to below its carrying value. As a result, we performed a two-step goodwill impairment test as required and concluded that our goodwill was fully impaired as of June 30, 2015. Accordingly, we recorded a non-cash goodwill impairment charge of \$14.2 million for the three months ended June 30, 2015. In addition, we recorded a tax benefit associated with the goodwill impairment charge of \$1.2 million which was reported as income tax provision (benefit) in our condensed consolidated statements of operations. See Note 1 in the accompanying consolidated financial statements for additional information on our goodwill impairment testing.

Restructuring. During the second quarter and fourth quarter of 2016, the Company implemented cost reduction plans. In connection with implementing the plans, we incurred one-time restructuring costs of \$423,000 in the second quarter and \$723,000 in the fourth quarter of 2016. The restructuring costs consisted of severance costs for terminated employees and contract termination costs. All except for \$0.1 million of costs associated with the plans were paid during 2016. There were no restructuring costs incurred in 2015 and 2014.

Interest income and other, net

(\$ in thousands)	2016	% Change 2015 to 2016	2015	% Change 2014 to 2015	2014
Interest income and other, net	\$ 518	20%	\$ 430	46%	\$ 294

Interest income and other, net. Interest income and other, net consists primarily of interest income on our cash, cash equivalents and short-term investments. The net increase in interest income and other of \$88,000 for the year ended December 31, 2016 compared to 2015 was primarily due to increased interest on our investments. The increase in interest income and other, net, of \$136,000 for the year ended December 31, 2015 compared to 2014 was primarily due to increased interest on our investments.

Income tax provision (benefit)

(\$ in thousands)	2016	% Change 2015 to 2016	2015	% Change 2014 to 2015	2014
Income tax provision (benefit)	\$ 307	132%	\$ (965)	(230)%	\$ 740

Income tax provision (benefit). The income tax provision (benefit) is comprised of estimates of current taxes due in domestic and foreign jurisdictions. For the year ended December 31, 2016, the income tax provision primarily consisted of state income tax and foreign taxes. For the year ended December 31, 2016, the income tax provision consisted of a \$304,000 provision for foreign taxes and a \$3,000 provision for state income tax. For the year ended December 31, 2015, the income tax provision (benefit) primarily consisted of state income tax, foreign taxes, and tax benefit related to acquisition-related goodwill. For the year ended December 31, 2015, the income tax benefit consisted of \$216,000 provision for foreign taxes, \$1.2 million benefit for acquisition-related goodwill and \$23,000 provision for state income tax. For the year ended December 31, 2014, the income tax provision primarily consisted of state income tax, foreign taxes, and tax expense related to the recording of a deferred tax liability that results from the amortization for income tax purposes of acquisition-related goodwill. For the year ended December 31, 2014, the income tax provision consisted of \$422,000 for foreign taxes, \$265,000 for amortization for income tax purposes of acquisition-related goodwill and \$53,000 for state income tax.

Liquidity and Capital Resources

Total cash, cash equivalents and short-term investments at December 31, 2016 and 2015 was \$53.4 million and \$65.7 million, respectively. Cash equivalents and short-term investments are comprised of money market funds, certificates of deposit, corporate notes and bonds, and U.S. government agency securities. The decrease in cash, cash equivalents and short-term investments in fiscal year 2016 was primarily due to cash used by operating activities.

Operating Activities

Net cash provided by (used in) operating activities was \$(11.5) million for the year ended December 31, 2016, \$(5.5) million for the year ended December 31, 2015, and \$1.5 million for the year ended December 31, 2014. Net cash provided by (used in) operating activities primarily reflects the loss for the period, adjusted for non-cash items such as stock-based compensation expense, amortization of intangible assets and other, amortization of premiums and discounts on investments, depreciation, and changes in operating assets and liabilities.

Net cash used in operating activities during 2016 was the result of a net loss for the period of \$16.0 million, adjusted for non-cash items totaling \$4.2 million and changes in operating assets and liabilities of \$346,000. Adjustments for non-cash items primarily consisted of stock-based compensation expense of \$2.0 million, amortization of intangible assets and other of \$1.0 million, and depreciation on fixed assets of \$720,000. Changes in operating assets and liabilities primarily consisted of a decrease in accounts receivable, net, of \$452,000 due to decreased revenues and increased collection efforts, an \$818,000 increase in accounts payable, and a \$579,000 increase in deferred revenue offset by decreases of \$1.1 million in other accrued liabilities and \$305,000 in accrued compensation due to the timing of payments and invoices received.

Net cash used in operating activities during 2015 was the result of a net loss for the period of \$(27.0) million, adjusted for non-cash items totaling \$17.8 million and changes in operating assets and liabilities of \$3.7 million. Adjustment for non-cash items primarily consisted of goodwill impairment of \$14.2 million, deferred tax benefits of \$1.2 million, stock-based compensation expense of \$2.9 million, amortization of intangible assets and other of \$1.1 million, and amortization of premiums and discounts on investments of \$467,000. Changes in operating assets and liabilities primarily consisted of a decrease in accounts receivable, net, of \$4.6 million due to decreased revenues and increased collection efforts and a \$(1.4) million decrease in accounts payable offset by a \$1.1 million increase in other accrued liabilities and other accrued compensation due to the timing of payments and invoices received.

Net cash provided by operating activities during 2014 was the result of a net loss for the period of \$(3.5) million, adjusted for non-cash items totaling \$5.3 million and changes in operating assets and liabilities of \$(351,000). Adjustment for non-cash items primarily consisted of stock-based compensation expense of \$2.9 million, amortization of intangible assets and other of \$1.1 million, and amortization of premiums and discounts on investments of \$726,000. The changes in operating assets and liabilities primarily consisted of an increase in accounts receivable, net of \$634,000 due to an increase in revenues, a decrease in deferred revenue of \$632,000 due to a decrease in sales of services for which revenues are recognized ratably, offset by net increase in accounts payable, accrued compensation, other accrued liabilities and other long-term liabilities of \$1.1 million due to the timing of payments.

Investing Activities

Net cash provided by (used in) investing activities was \$822,000 for the year ended December 31, 2016, \$9.9 million for the year ended December 31, 2015, and \$(7.5) million for the year ended December 31, 2014. Net cash provided by investing activities in 2016 was primarily due to purchases of investments of \$(28.6) million and purchases of property and equipment of \$(561,000) offset by sales and maturities of investments of \$30.0 million. Net cash provided by investing activities in 2015 was primarily due to purchases of investments of \$(37.7) million and purchases of property and equipment of \$(1.9) million offset by sales and maturities of investments of \$49.5 million. Net cash used in investing activities in 2014 was primarily due to purchases of investments of \$(63.5) million and purchases of property and equipment of \$(231,000) offset by sales and maturities of investments of \$56.3 million.

Financing Activities

Net cash provided by (used in) financing activities was \$(42,000) for the year ended December 31, 2016, \$26,000 for the year ended December 31, 2015, and \$1.1 million for the year ended December 31, 2014. In 2016, cash used in financing activities was primarily attributable to the purchase of \$86,000 of common stock under employee stock purchase plans offset by a reduction of \$(128,000) of treasury stock repurchases. In 2015, cash generated by financing activities was primarily attributable to the purchase of \$157,000 of common stock under employee stock purchase plans offset by a reduction of \$(131,000) of treasury stock repurchases. In 2014, cash generated by financing activities was primarily attributable to the exercise of employee stock options and the purchase of common stock under employee stock purchase plans.

Working Capital and Capital Expenditure Requirements

At December 31, 2016, we had stockholders' equity of \$57.3 million and working capital of \$54.9 million. We believe that our existing cash balances will be sufficient to meet our working capital requirements for at least the next 12 months.

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

Contractual Obligations

The following table summarizes our contractual obligations at December 31, 2016 and the effect these contractual obligations are expected to have on our liquidity and cash flows in future periods (in thousands):

	Payments Due By Period			
	Total	Less than 1 year	1 - 3 Years	More than 3 Years
Operating leases	\$ 966	\$ 531	\$ 257	\$ 178
Uncertain tax positions, including interest and penalties	487	235	—	252
	<u>\$ 1,453</u>	<u>\$ 766</u>	<u>\$ 257</u>	<u>\$ 430</u>

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

Off-Balance Sheet Arrangements

At December 31, 2016, we did not have any significant off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K.

Recent Accounting Pronouncements

In August 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*. ASU 2014-15 explicitly requires management to evaluate, at each annual or interim reporting period, whether there are conditions or events that exist which raise substantial doubt about an entity's ability to continue as a going concern within one year after the date the financial statements are issued and to provide related disclosures. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and earlier application is permitted. The adoption of ASU 2014-15 is assessed by management not to have a material effect on our consolidated financial statements or disclosures.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which provides guidance for revenue recognition and has been further clarified and amended in 2015 and 2016. ASU 2014-09 is a comprehensive new revenue recognition model requiring a company to recognize revenue to depict the transfer of goods or services to customers at an amount reflecting the consideration it expects to receive in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under current U.S. GAAP. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective in the first quarter of 2018. Early adoption is permitted although the Company does not intend to early adopt the standard. In adopting ASU 2014-09, companies may use either a full retrospective approach or a modified retrospective approach. Under the modified retrospective approach, the Company would not restate the prior financial statements presented. This guidance requires a company to provide additional disclosures of the amount by which each financial statement line item is affected in the current reporting period during 2018 as compared to the guidance that was in effect before the change, and an explanation of the reasons for significant changes, if any. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its consolidated financial statements and related disclosures.

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes (Topic 740)*, which simplifies the presentation of deferred income taxes. Under ASU 2015-17, deferred tax assets and liabilities are required to be classified as noncurrent, eliminating the prior requirement to separate deferred tax assets and liabilities into current and noncurrent. The new guidance is effective for the Company beginning on January 1, 2017, with early adoption permitted. The standard may be adopted prospectively or retrospectively to all periods presented. The adoption of ASU 2015-17 is not expected to have a material effect on our consolidated financial statements or disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which provides guidance for accounting for leases. Under ASU 2016-02, the Company will be required to recognize the assets and liabilities for the rights and obligations created by leased assets. ASU 2016-02 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. We are currently evaluating the impact of the adoption of ASU 2016-02 on our consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718), Improvements to Employee Share-Based Payment Accounting* which includes multiple provisions intended to simplify various aspects of the accounting for share-based payments. Excess tax benefits for share-based payments will be recorded as a reduction of income taxes and reflected in operating cash flows upon the adoption of this ASU. Excess tax benefits are currently recorded in equity and as financing activity under the current rules. ASU 2016-09 is effective for annual and interim reporting periods beginning after December 15, 2016. The adoption of ASU 2016-09 is not expected to have a material effect on our consolidated financial statements or disclosures.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes - Intra-Entity Transfers of Assets Other Than Inventory (Topic 740)*, which requires entities to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transaction occurs as opposed to deferring tax consequences and amortizing them into future periods. This update is effective for annual and interim periods beginning after December 15, 2017, with early adoption permitted. A modified retrospective approach with a cumulative-effect adjustment directly to retained earnings at the beginning of the period of adoption is required. The Company does not expect the adoption of this standard to have a material impact on its consolidated financial position or results of operations.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations – Clarifying the Definition of a Business (Topic 805)*, with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions or disposals of assets or businesses. The new guidance is effective for annual and interim periods beginning after December 15, 2017. The Company does not expect the adoption of this standard to have a material impact on its consolidated financial position and results of operations.

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

Interest Rate and Market Risk

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

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

As of December 31, 2016, we held \$36.5 million in short-term investments (excluding cash and cash equivalents), which consisted primarily of government debt securities, corporate notes and bonds, and commercial paper. The weighted average interest rate of our portfolio was approximately 0.84% at December 31, 2016. A decline in interest rates over time would reduce our interest income from our investments. A hypothetical 10% increase or decrease in interest rates, however, would not have a material impact adverse effect on our financial condition.

Impact of Foreign Currency Rate Changes

The functional currencies of our international operating subsidiaries are the local currencies. We translate the assets and liabilities of our foreign subsidiaries at the exchange rates in effect on the balance sheet date. We translate their income and expenses at the average rates of exchange in effect during the period. We include translation gains and losses in the stockholders' equity section of our consolidated balance sheets. We include net gains and losses resulting from foreign exchange transactions in interest income and other in our consolidated statements of operations. Since we translate foreign currencies (primarily Canadian dollars and Indian rupees) into U.S. dollars for a small portion of our operations, currency fluctuations have had an immaterial impact on our consolidated statements of operations. We have both revenue and expenses that are denominated in foreign currencies. Neither a weaker or stronger U.S. dollar environment would have a material impact on our consolidated statement of operations. The historical impact of currency fluctuations on our consolidated statements of operations has generally been immaterial. As of December 31, 2016, we did not engage in foreign currency hedging activities.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

SUPPORT.COM, INC.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Support.com, Inc.
Redwood City, California

We have audited the accompanying consolidated balance sheets of Support.com, Inc. as of December 31, 2016 and 2015 and the related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows for the three years in the period ended December 31, 2016. 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. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Support.com, Inc. at December 31, 2016 and 2015, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2016, in conformity with accounting principles generally accepted in the United States of America.

/s/ BDO USA, LLP

San Jose, California

March 6, 2017

SUPPORT.COM, INC.

CONSOLIDATED BALANCE SHEETS

(in thousands, except share and per share data)

	December 31,	
	2016	2015
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 16,890	\$ 27,598
Short-term investments	36,519	38,136
Accounts receivable, less allowance of \$19 and \$6 at December 31, 2016 and 2015, respectively	9,567	10,019
Prepaid expenses and other current assets	1,211	1,474
Total current assets	<u>64,187</u>	<u>77,227</u>
Property and equipment, net	1,706	1,989
Intangible assets, net	266	1,294
Other assets	1,070	982
Total assets	<u>\$ 67,229</u>	<u>\$ 81,492</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,085	\$ 267
Accrued compensation	2,974	3,280
Other accrued liabilities	2,496	3,623
Short-term deferred revenue	2,759	2,184
Total current liabilities	<u>9,314</u>	<u>9,354</u>
Long-term deferred revenue	106	102
Other long-term liabilities	501	690
Total liabilities	<u>9,921</u>	<u>10,146</u>
Commitments and contingencies (Note 5)		
Stockholders' equity:		
Common stock; par value \$0.0001, 50,000,000 shares authorized; 19,030,024 issued and 18,548,180 outstanding at December 31, 2016; 18,717,439 issued and 18,286,961 outstanding at December 31, 2015	2	2
Additional paid-in capital	267,400	265,327
Treasury stock, at cost (481,844 shares at December 31, 2016 and 430,478 shares at December 31, 2015)	(5,295)	(5,167)
Accumulated other comprehensive loss	(2,329)	(2,302)
Accumulated deficit	(202,470)	(186,514)
Total stockholders' equity	<u>57,308</u>	<u>71,346</u>
Total liabilities and stockholders' equity	<u>\$ 67,229</u>	<u>\$ 81,492</u>

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share data)

	Year Ended December 31,		
	2016	2015	2014
Revenue:			
Services	\$ 56,311	\$ 72,151	\$ 77,272
Software and other	5,349	5,182	5,719
Total revenue	<u>61,660</u>	<u>77,333</u>	<u>82,991</u>
Costs of revenue:			
Cost of services	50,245	61,439	60,606
Cost of software and other	486	536	840
Total cost of revenue	<u>50,731</u>	<u>61,975</u>	<u>61,446</u>
Gross profit	10,929	15,358	21,545
Operating expenses:			
Research and development	5,577	6,957	5,078
Sales and marketing	6,671	8,545	7,206
General and administrative	12,958	13,011	11,320
Amortization of intangible assets and other	1,028	1,069	1,091
Goodwill impairment	—	14,240	—
Restructuring	1,146	—	—
Total operating expenses	<u>27,380</u>	<u>43,822</u>	<u>24,695</u>
Loss from operations	(16,451)	(28,464)	(3,150)
Interest income and other, net	518	430	294
Loss from continuing operations, before income taxes	(15,933)	(28,034)	(2,856)
Income tax provision (benefit)	307	(965)	740
Loss from continuing operations, after income taxes	(16,240)	(27,069)	(3,596)
Income from discontinued operations, after income taxes	284	28	113
Net loss	<u>\$ (15,956)</u>	<u>\$ (27,041)</u>	<u>\$ (3,483)</u>
Basic earnings (loss) per share:			
Continuing operations, after income taxes	\$ (0.88)	\$ (1.49)	\$ (0.20)
Discontinued operations, after income taxes	0.01	0.00	0.01
Basic net loss per share	<u>\$ (0.87)</u>	<u>\$ (1.49)</u>	<u>\$ (0.19)</u>
Diluted earnings (loss) per share:			
Continuing operations, after income taxes	\$ (0.88)	\$ (1.49)	\$ (0.20)
Discontinued operations, after income taxes	0.01	0.00	0.01
Diluted net loss per share	<u>\$ (0.87)</u>	<u>\$ (1.49)</u>	<u>\$ (0.19)</u>
Shares used in computing basic net loss per share	<u>18,409</u>	<u>18,182</u>	<u>17,944</u>
Shares used in computing diluted net loss per share	<u>18,409</u>	<u>18,182</u>	<u>17,944</u>

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(in thousands)

	Year Ended December 31,		
	2016	2015	2014
Net loss	\$ (15,956)	\$ (27,041)	\$ (3,483)
Other comprehensive loss:			
Change in foreign currency translation adjustment	(77)	(236)	(117)
Change in net unrealized gain (loss) on investments	50	(38)	(37)
Other comprehensive loss	(27)	(274)	(154)
Comprehensive loss	<u>\$ (15,983)</u>	<u>\$ (27,315)</u>	<u>\$ (3,637)</u>

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(in thousands, except share data)

	Common Stock		Additional Paid-In Capital ⁽¹⁾	Treasury Stock	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity ⁽¹⁾
	Shares ⁽¹⁾	Amount ⁽¹⁾					
Balances at December 31, 2013	17,760,665	\$ 2	\$ 258,294	\$ (5,036)	\$ (1,874)	\$ (155,990)	\$ 95,396
Net loss	—	—	—	—	—	(3,483)	(3,483)
Other comprehensive loss	—	—	—	—	(154)	—	(154)
Stock-based compensation expense	—	—	2,874	—	—	—	2,874
Issuance of common stock upon exercise of stock options for cash and releases of RSUs	288,318	—	874	—	—	—	874
Issuance of common stock under employee stock purchase plan	39,178	—	222	—	—	—	222
Utilized excess tax benefit	—	—	(8)	—	—	—	(8)
Balances at December 31, 2014	18,088,161	2	262,256	(5,036)	(2,028)	(159,473)	95,721
Net loss	—	—	—	—	—	(27,041)	(27,041)
Other comprehensive loss	—	—	—	—	(274)	—	(274)
Stock-based compensation expense	—	—	2,914	—	—	—	2,914
Issuance of common stock upon exercise of stock options for cash and releases of RSUs	184,495	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	47,250	—	157	—	—	—	157
Repurchase of common stock.....	(32,945)	—	—	(131)	—	—	(131)
Balances at December 31, 2015	18,286,961	2	265,327	(5,167)	(2,302)	(186,514)	71,346
Net loss	—	—	—	—	—	(15,956)	(15,956)
Other comprehensive loss	—	—	—	—	(27)	—	(27)
Stock-based compensation expense	—	—	1,987	—	—	—	1,987
Issuance of common stock upon exercise of stock options for cash and releases of RSUs	270,317	—	1	—	—	—	1
Issuance of common stock under employee stock purchase plan	42,268	—	85	—	—	—	85
Repurchase of common stock.....	(51,366)	—	—	(128)	—	—	(128)
Balances at December 31, 2016	<u>18,548,180</u>	<u>\$ 2</u>	<u>\$ 267,400</u>	<u>\$ (5,295)</u>	<u>\$ (2,329)</u>	<u>\$ (202,470)</u>	<u>\$ 57,308</u>

(1) Prior periods adjusted to reflect the impact of the one-for-three reverse stock split that became effective on January 20, 2017, as discussed in Note 1.

See accompanying notes.

SUPPORT.COM, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands)

	Year Ended December 31,		
	2016	2015	2014
Operating activities:			
Net loss	\$ (15,956)	\$ (27,041)	\$ (3,483)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Stock-based compensation expense	1,987	2,914	2,874
Amortization of intangible assets and other	1,028	1,069	1,091
Amortization of premiums and discounts on investments	284	467	726
Depreciation	720	324	275
Goodwill impairment	—	14,240	—
Deferred income taxes	17	(1,167)	326
Loss on disposal of fixed assets	124	—	—
Changes in operating assets and liabilities:			
Accounts receivable, net	452	4,608	(634)
Prepaid expenses and other current assets	264	(73)	(82)
Other assets	(83)	141	(80)
Accounts payable	818	(1,358)	764
Accrued compensation	(305)	485	634
Other accrued liabilities	(1,126)	589	(331)
Other long-term liabilities	(253)	(261)	10
Deferred revenue	579	(405)	(632)
Net cash provided by (used in) operating activities	<u>(11,450)</u>	<u>(5,468)</u>	<u>1,458</u>
Investing activities:			
Purchases of property and equipment	(561)	(1,896)	(231)
Purchases of investments	(28,610)	(37,695)	(63,510)
Maturities of investments	29,993	49,493	56,275
Net cash provided by (used in) investing activities	<u>822</u>	<u>9,902</u>	<u>(7,466)</u>
Financing activities:			
Utilized excess tax benefit	—	—	(8)
Proceeds from issuance of common stock	86	157	1,096
Repurchase of common stock	(128)	(131)	—
Net cash provided by (used in) financing activities	<u>(42)</u>	<u>26</u>	<u>1,088</u>
Net (decrease) increase in cash and cash equivalents	(10,670)	4,460	(4,920)
Effect of exchange rate changes on cash and cash equivalents	(38)	(216)	(116)
Cash and cash equivalents at beginning of year	27,598	23,354	28,390
Cash and cash equivalents at end of year	<u>\$ 16,890</u>	<u>\$ 27,598</u>	<u>\$ 23,354</u>
Supplemental schedule of cash flow information:			
Cash paid for income taxes	<u>\$ 170</u>	<u>\$ 193</u>	<u>\$ 225</u>

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization and Summary of Significant Accounting Policies*Nature of Operations*

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

Support.com is a leading provider of cloud-based software and services that enable technology support for a connected world. Our technology support services programs help leading brands create new revenue streams and deepen customer relationships. We offer turnkey, outsourced support services for service providers, retailers and technology companies. Our technology support services programs are designed for both the consumer and small and medium business ("SMB") markets, and include computer and mobile device set-up, security and support, virus and malware removal, wireless network set-up, and home security and automation system support. Our Support.com Cloud offering is a SaaS solution for companies to optimize support interactions with their customers using their own or third party support personnel. The solution enables companies to quickly resolve complex technology issues for their customers, boosting agent productivity and dramatically improving the customer experience.

Basis of Presentation

On January 20, 2017, the Company implemented a one-for-three reverse split of the Corporation's issued and outstanding common stock. As of the effective date, every three shares of issued and outstanding common stock was combined into one newly issued share of common stock with no fractional shares being issued. Total cash payments made by the Company to stockholders in lieu of fractional shares were not material.

All references in this Annual Report to number of common shares, price per share, and weighted average shares of common stock have been adjusted to reflect the Reverse Stock Split on a retroactive basis for all prior periods presented, unless otherwise noted, including reclassifying an amount equal to the reduction in par value of common stock to additional paid-in-capital.

The consolidated financial statements include the accounts of Support.com and its wholly-owned foreign subsidiaries. All intercompany transactions and balances have been eliminated.

In June 2009, we sold our legacy Enterprise software business to Consona Corporation. Therefore, our audited consolidated financial statements and accompanying notes reflect the Enterprise business as a discontinued operation for all periods presented in accordance with ASC 360, *Accounting for the Impairment or Disposal of Long-Lived Assets*.

Foreign Currency Translation

The functional currency of our foreign subsidiaries is generally the local currency. Assets and liabilities of our wholly owned foreign subsidiaries are translated from their respective functional currencies at exchange rates in effect at the balance sheet date, and revenues and expenses are translated at average exchange rates prevailing during the year. Any material resulting translation adjustments are reflected as a separate component of stockholders' equity in accumulated other comprehensive income (loss). Realized foreign currency transaction gains (losses) were not material during the years ended December 31, 2016, 2015, and 2014.

Use of Estimates

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

Concentrations of Credit Risk

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

Trade Accounts Receivable and Allowance for Doubtful Accounts

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

The following table summarizes the allowance for doubtful accounts as of December 31, 2016, 2015, and 2014 (in thousands):

	Balance at Beginning of Period	Adjustments to Costs and Expenses	Write- offs	Balance at End of Period
Allowance for doubtful accounts:				
Year ended December 31, 2014	\$ —	\$ 12	\$ (10)	\$ 2
Year ended December 31, 2015	\$ 2	\$ 29	\$ (25)	\$ 6
Year ended December 31, 2016	\$ 6	\$ 37	\$ (24)	\$ 19

As of December 31, 2016, Comcast accounted for approximately 70% of our total accounts receivable. As of December 31, 2015, Comcast and Office Depot accounted for approximately 73% and 13%, respectively, of our total accounts receivable. No other customers accounted for 10% or more of our total accounts receivable as of December 31, 2016 and 2015.

Cash, Cash Equivalents and Investments

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

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

We monitor our investments for impairment on a quarterly basis and determine whether a decline in fair value is other-than-temporary by considering factors such as current economic and market conditions, the credit rating of the security's issuer, the length of time an investment's fair value has been below our carrying value, the Company's intent to sell the security and the Company's belief that it will not be required to sell the security before the recovery of its amortized cost. If an investment's decline in fair value is deemed to be other-than-temporary, we reduce its carrying value to its estimated fair value, as determined based on quoted market prices or liquidation values. Declines in value judged to be other-than-temporary, if any, are recorded in operations as incurred. At December 31, 2016, the Company evaluated its unrealized losses on available-for-sale securities and determined them to be temporary. We currently do not intend to sell securities with unrealized losses and we concluded that we will not be required to sell these securities before the recovery of their amortized cost basis.

At December 31, 2016 and 2015, the estimated fair value of cash, cash equivalents and investments was \$53.4 million and \$65.7 million, respectively. The following is a summary of cash, cash equivalents and investments at December 31, 2016 and 2015 (in thousands):

For the Year Ended December 31, 2016				
	Amortized	Gross	Gross	
	Cost	Unrealized	Unrealized	Fair Value
		Gains	Losses	
Cash	\$ 7,593	\$ —	\$ —	\$ 7,593
Money market fund	9,297	—	—	9,297
Certificates of deposit	1,273	—	—	1,273
Commercial paper	4,989	—	—	4,989
Corporate notes and bonds	19,357	—	(40)	19,317
U.S. government agency securities	10,941	1	(2)	10,940
	<u>\$ 53,450</u>	<u>\$ 1</u>	<u>\$ (42)</u>	<u>\$ 53,409</u>
Classified as:				
Cash and cash equivalents	\$ 16,890	\$ —	\$ —	\$ 16,890
Short-term investments	36,560	1	(42)	36,519
	<u>\$ 53,450</u>	<u>\$ 1</u>	<u>\$ (42)</u>	<u>\$ 53,409</u>
For the Year Ended December 31, 2015				
	Amortized	Gross	Gross	
	Cost	Unrealized	Unrealized	Fair Value
		Gains	Losses	
Cash	\$ 8,486	\$ —	\$ —	\$ 8,486
Money market fund	19,112	—	—	19,112
Certificates of deposit	2,980	—	(1)	2,979
Commercial paper	996	—	—	996
Corporate notes and bonds	31,255	—	(83)	31,172
U.S. government agency securities	2,996	—	(7)	2,989
	<u>\$ 65,825</u>	<u>\$ —</u>	<u>\$ (91)</u>	<u>\$ 65,734</u>
Classified as:				
Cash and cash equivalents	\$ 27,598	\$ —	\$ —	\$ 27,598
Short-term investments	38,227	—	(91)	38,136
	<u>\$ 65,825</u>	<u>\$ —</u>	<u>\$ (91)</u>	<u>\$ 65,734</u>

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

	December 31,	
	2016	2015
Due within one year	\$ 27,730	\$ 23,588
Due within two years	8,789	14,548
	<u>\$ 36,519</u>	<u>\$ 38,136</u>

We determined that the gross unrealized losses on our available-for-sale investments as of December 31, 2016 are temporary in nature. The fair value of our available-for-sale securities at December 31, 2016 and 2015 reflects a net unrealized loss of \$41,000 and \$91,000, respectively. There were no net realized gains (losses) on available-for-sale securities in the years ended December 31, 2016 and 2015. The cost of securities sold is based on the specific identification method.

The following table sets forth the unrealized losses for the Company's available-for-sale investments as of December 31, 2016 and 2015 (in thousands):

As of December 31, 2016	In Loss Position Less Than 12 Months		In Loss Position More Than 12 Months		Total In Loss Position	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Certificates of deposit	\$ 480	\$ —	\$ —	\$ —	\$ 480	\$ —
Corporate notes and bonds	12,450	(15)	5,767	(25)	18,217	(40)
U.S. government agency securities	3,422	(1)	998	—	4,420	(1)
Total	\$ 16,352	\$ (16)	\$ 6,765	\$ (25)	\$ 23,117	\$ (41)

As of December 31, 2015	In Loss Position Less Than 12 Months		In Loss Position More Than 12 Months		Total In Loss Position	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Certificates of deposit	\$ 1,439	\$ (1)	\$ 240	\$ —	\$ 1,679	\$ (1)
Corporate notes and bonds	20,949	(24)	11,218	(59)	32,167	(83)
U.S. government agency securities	—	—	2,989	(7)	2,989	(7)
Total	\$ 22,388	\$ (25)	\$ 14,447	\$ (66)	\$ 36,835	\$ (91)

Property and Equipment

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

Goodwill

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

For the quarter ended June 30, 2015, based on various quantitative and qualitative factors which included, among others, the continuing decline in the Company's market capitalization, the Company determined that sufficient indicators existed warranting a review to determine if the fair value of its single reporting unit had been reduced to below its carrying value. As a result, the Company performed goodwill impairment testing using the required two-step process.

The Company determined the fair value of its single reporting unit by using a weighted combination of income-based approach and market-based approach, as this combination was deemed the most indicative of the Company's fair value in an orderly transaction between market participants. Under the income-based approach, the Company used a discounted cash flow methodology which recognizes that current value is premised on the expected receipt of future economic benefits. Indications of value are developed by discounting projected future net cash flows to their present value at a rate that reflects both the current return requirements of the market and the risks inherent in the specific investment. The discounted cash flow methodology requires significant judgment by management in selecting an appropriate discount rate, terminal growth rate, weighted average cost of capital, and projection of future net cash flows, which are inherently uncertain. The inputs and assumptions used in this test are classified as Level 3 inputs within the fair value hierarchy. Due to these significant judgments, the fair value of the Company's single reporting unit determined in connection with the goodwill impairment test may not necessarily be indicative of the actual value that would be recognized in a future transaction. Under the market-based approach, the Company considered its market capitalization and estimated control premium which was based on a review of comparative market transactions.

The result of the Company's step one test indicated that the carrying value of the Company's single reporting unit exceeded its estimated fair value. Accordingly, the Company performed the second step test and concluded that its goodwill was fully impaired and thus recorded a non-cash impairment charge of \$14.2 million during the quarter ended June 30, 2015. The goodwill impairment charge was reported as a separate line item in the consolidated statements of operations. The tax benefit associated with the goodwill impairment charge was \$1.3 million. The goodwill impairment charge and the associated tax benefit are non-cash in nature and do not affect the Company's current or future liquidity.

Long-Lived Assets

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

The Company assesses its long-lived assets, which includes property and equipment and identifiable intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable in accordance with ASC 360, *Property, Plant and Equipment - Impairment or Disposal of Long-Lived Assets*. An impairment loss would be recognized when the sum of the future net cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying amount. If our estimates regarding future cash flows derived from such assets were to change, we may record an impairment charge to the value of these assets. Such impairment loss would be measured as the difference between the carrying amount of the asset and its fair value.

Revenue Recognition

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

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

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

Services Revenue

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

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

The technology services described above include four types of offerings:

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

- Subscriptions - Customers purchase subscriptions or "service plans" under which certain services are provided over a fixed subscription period. Revenues for subscriptions are recognized ratably over the respective subscription periods.
- Incident-Based Services - Customers purchase a discrete, one-time service. Revenue recognition occurs at the time of service delivery. Fees paid for services sold but not yet delivered are recorded as deferred revenue and recognized at the time of service delivery.
- Service Cards / Gift Cards - Customers purchase a service card or a gift card, which entitles the cardholder to redeem a certain service at a time of their choosing. For these sales, revenue is deferred until the card has been redeemed and the service has been provided.

In certain cases, we are paid for services that are sold but not yet delivered. We initially record such balances as deferred revenue, and recognize revenue when the service has been provided or, on the non-subscription portion of these balances, when the likelihood of the service being redeemed by the customer is remote ("services breakage"). Based on our historical redemption patterns for these relationships, we believe that the likelihood of a service being delivered more than 90 days after sale is remote. We therefore recognize non-subscription deferred revenue balances older than 90 days as services revenue. For the years ended December 31, 2016, 2015 and 2014, services breakage revenue accounted for less than 1% of total services revenue.

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

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

Services revenue also includes fees from licensing of our Support.com cloud-based software. In such arrangements, customers receive a right to use our Support.com Cloud in their own technology support organizations. We license our cloud-based software using a SaaS model under which customers cannot take possession of the technology and pay us on a per-user basis during the term of the arrangement. In addition, services revenue includes fees from implementation services of our cloud-based software. Currently, revenues from implementation services are recognized ratably over the customer life which is estimated as the term of the arrangement once the Support.com Cloud services are made available to customers. We generally charge for these services on a time and material basis.

Software and Other Revenue

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

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

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

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

Research and Development

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

Software Development Costs

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

Purchased Technology for Internal Use

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

Advertising Costs

Advertising costs are recorded as sales and marketing expense in the period in which they are incurred. Advertising expense was \$0.8 million, \$1.2 million, and \$2.2 million for the years ended December 31, 2016, 2015, and 2014, respectively.

Earnings (Loss) Per Share

Basic earnings (loss) per share is computed using our net income (loss) and the weighted average number of common shares outstanding during the reporting period. Diluted earnings (loss) per share is computed using our net income (loss) and the weighted average number of common shares outstanding, including the effect of the potential issuance of common stock such as stock issuable pursuant to the exercise of stock options and vesting of restricted stock units ("RSUs") using the treasury stock method when dilutive. We excluded outstanding weighted average stock options of 1.4 million, 1.4 million and 1.3 million for the years ended December 31, 2016, 2015, and 2014, respectively, from the calculation of diluted earnings per common share because the exercise prices of these stock options were greater than or equal to the average market value of the common stock. These stock options could be included in the calculation in the future if the average market value of the common stock increases and is greater than the exercise price of these stock options. Since we reported a net loss for the years ended December 31, 2016 and 2015, 23,000 and 29,000 outstanding options and RSUs were also excluded from the computation of diluted loss per share since their effect would have been anti-dilutive.

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

	Year Ended December 31,		
	2016	2015	2014
Net loss	\$ (15,956)	\$ (27,041)	\$ (3,483)
Basic:			
Weighted-average shares of common stock outstanding	18,409	18,182	17,944
Shares used in computing basic net loss per share	18,409	18,182	17,944
Basic net loss per share	\$ (0.87)	\$ (1.49)	\$ (0.19)
Diluted:			
Weighted-average shares of common stock outstanding	18,409	18,182	17,944
Add: Common equivalent shares outstanding	—	—	—
Shares used in computing diluted net loss per share	18,409	18,182	17,944
Diluted net loss per share	\$ (0.87)	\$ (1.49)	\$ (0.19)

Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss, which relate entirely to accumulated foreign currency translation losses associated with our foreign subsidiaries and unrealized losses on investments, consisted of the following (in thousands):

	Foreign Currency Translation Losses	Unrealized Gains (Losses) on Investments	Total
Balance as of December 31, 2014	\$ (1,975)	\$ (53)	\$ (2,028)
Current-period other comprehensive loss	(236)	(38)	(274)
Balance as of December 31, 2015	\$ (2,211)	\$ (91)	\$ (2,302)
Current-period other comprehensive gain (loss)	(77)	50	(27)
Balance as of December 31, 2016	<u>\$ (2,288)</u>	<u>\$ (41)</u>	<u>\$ (2,329)</u>

Realized gains/losses on investments reclassified from accumulated other comprehensive loss are reported as interest income and other, net in our consolidated statements of operations.

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

Stock-Based Compensation

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

Determining Fair Value of Share-Based Payments

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

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

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

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

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

The fair value of our stock-based awards was estimated using the following weighted average assumptions for the years ended December 31, 2016, 2015, and 2014:

	Stock Option Plan			Employee Stock Purchase Plan		
	2016	2015	2014	2016	2015	2014
Risk-free interest rate	0.9%	1.2%	1.6%	0.5%	0.2%	0.1%
Expected term (in years)	3.9	3.8	5.1	0.5	0.5	0.5
Volatility	48.3%	53.9%	57.3%	46.7%	41.2%	49.1%
Expected dividend	0%	0%	0%	0%	0%	0%
Weighted average grant-date fair value	\$ 0.32	\$ 0.68	\$ 1.17	\$ 0.24	\$ 0.34	\$ 0.64

We recorded the following stock-based compensation expense for the fiscal years ended December 31, 2016, 2015, and 2014 (in thousands):

	For the Year Ended December 31,		
	2016	2015	2014
Stock-based compensation expense related to grants of:			
Stock options	\$ 387	\$ 989	\$ 1,110
ESPP	40	65	110
RSU	1,560	1,860	1,654
	\$ 1,987	\$ 2,914	\$ 2,874
Stock-based compensation expense recognized in:			
Cost of service	\$ 172	\$ 234	\$ 267
Cost of software and others	5	10	14
Research and development	400	589	479
Sales and marketing	172	381	413
General and administrative	1,238	1,700	1,701
	\$ 1,987	\$ 2,914	\$ 2,874

Cash (used in) proceeds from the issuance of common stock, net of repurchase of common stock, was \$(42,000), \$26,000, and \$1.1 million for the years ended December 31, 2016, 2015, and 2014, respectively. No income tax benefit was realized from stock option exercises during the years ended December 31, 2016 and December 31, 2015. An income tax charge of \$8,000 was incurred from stock option exercises during the year ended December 31, 2014. In accordance with ASC 718, we present excess tax benefits from the exercise of stock options, if any, as net cash generated in financing activities.

Income Taxes

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

Warranties and Indemnifications

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

We generally agree to indemnify our customers against legal claims that our end-user software products infringe certain third-party intellectual property rights. As of December 31, 2016, we were not required to make any payment resulting from infringement claims asserted against our customers and have not recorded any related accruals.

Fair Value Measurements

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

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

In accordance with ASC 820, the following table represents our fair value hierarchy for our financial assets (cash equivalents and investments) measured at fair value on a recurring basis as of December 31, 2016 and 2015 (in thousands):

As of December 31, 2016	Level 1	Level 2	Level 3	Total
Money market funds	\$ 9,297	\$ —	\$ —	\$ 9,297
Certificates of deposit	—	1,273	—	1,273
Commercial paper	—	4,989	—	4,989
Corporate notes and bonds	—	19,317	—	19,317
U.S. government agency securities	—	10,940	—	10,940
Total	\$ 9,297	\$ 36,519	\$ —	\$ 45,816

As of December 31, 2015	Level 1	Level 2	Level 3	Total
Money market funds	\$ 19,112	\$ —	\$ —	\$ 19,112
Certificates of deposit	—	2,979	—	2,979
Commercial paper	—	996	—	996
Corporate notes and bonds	—	31,172	—	31,172
U.S. government agency securities	—	2,989	—	2,989
Total	\$ 19,112	\$ 38,136	\$ —	\$ 57,248

For short-term investments, measured at fair value using Level 2 inputs, we review trading activity and pricing for these investments as of the measurement date. When sufficient quoted pricing for identical securities is not available, we use market pricing and other observable market inputs for similar securities obtained from various third party data providers. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data. Our policy is that the end of our quarterly reporting period determines when transfers of financial instruments between levels are recognized.

Segment Information

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

Revenue from customers located outside the United States was less than 1% of total for the years ended December 31, 2016, 2015, and 2014.

For the year ended December 31, 2016, Comcast and Office Depot accounted for approximately 60% and 15%, respectively, of our total revenue. For the year ended December 31, 2015, Comcast and Office Depot accounted for approximately 68% and 15%, respectively, of our total revenue. For the year ended December 31, 2014, Comcast and Office Depot accounted for 64% and 16%, respectively, of our total revenue. There were no other customers that accounted for 10% or more of our total revenue in any of the periods presented.

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

	December 31,	
	2016	2015
United States	\$ 1,681	\$ 1,956
India	23	33
Philippines	2	—
Total	<u>\$ 1,706</u>	<u>\$ 1,989</u>

Financial Statement Reclassification

Certain expenses accrued at December 31, 2015 relating to employee commissions and bonuses were reclassified from Other accrued liabilities to Accrued compensation to conform to the presentation of those liabilities in the balance sheet for the year ended December 31, 2016. These reclassifications have no impact on previously reported total revenue, net income (loss), net assets, or total cash flows.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which provides guidance for revenue recognition and has been further clarified and amended in 2015 and 2016. ASU 2014-09 is a comprehensive new revenue recognition model requiring a company to recognize revenue to depict the transfer of goods or services to customers at an amount reflecting the consideration it expects to receive in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under current U.S. GAAP. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective in the first quarter of 2018. Early adoption is permitted although the Company does not intend to early adopt the standard. In adopting ASU 2014-09, companies may use either a full retrospective approach or a modified retrospective approach. Under the modified retrospective approach, the Company would not restate the prior financial statements presented. This guidance requires a company to provide additional disclosures of the amount by which each financial statement line item is affected in the current reporting period during 2018 as compared to the guidance that was in effect before the change, and an explanation of the reasons for significant changes, if any. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its consolidated financial statements and related disclosures.

In August 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*. ASU 2014-15 explicitly requires management to evaluate, at each annual or interim reporting period, whether there are conditions or events that exist which raise substantial doubt about an entity's ability to continue as a going concern within one year after the date the financial statements are issued and to provide related disclosures. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and earlier application is permitted. The Company is adopting the new standard on a prospective basis for the fiscal year ended December 31, 2016.

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes (Topic 740)*, which simplifies the presentation of deferred income taxes. Under ASU 2015-17, deferred tax assets and liabilities are required to be classified as noncurrent, eliminating the prior requirement to separate deferred tax assets and liabilities into current and noncurrent. While the guidance is effective for the Company beginning January 1, 2017, the Company early adopted the standard in Q1 2016. As the Company's deferred tax assets are all noncurrent, no reclassification is necessary and the adoption of ASU 2015-17 has not had a material effect on our consolidated financial statements or disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which provides guidance for accounting for leases. Under ASU 2016-02, the Company will be required to recognize the assets and liabilities for the rights and obligations created by leased assets. ASU 2016-02 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. We are currently evaluating the impact of the adoption of ASU 2016-02 on our consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718), Improvements to Employee Share-Based Payment Accounting* which includes multiple provisions intended to simplify various aspects of the accounting for share-based payments. Excess tax benefits for share-based payments will be recorded as a reduction of income taxes and reflected in operating cash flows upon the adoption of this ASU. Excess tax benefits are currently recorded in equity and as financing activity under the current rules. ASU 2016-09 is effective for annual and interim reporting periods beginning after December 15, 2016. The adoption of ASU 2016-09 is not expected to have a material effect on our consolidated financial statements or disclosures.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes - Intra-Entity Transfers of Assets Other Than Inventory (Topic 740)*, which requires entities to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transaction occurs as opposed to deferring tax consequences and amortizing them into future periods. This update is effective for annual and interim periods beginning after December 15, 2017, with early adoption permitted. A modified retrospective approach with a cumulative-effect adjustment directly to retained earnings at the beginning of the period of adoption is required. The Company does not expect the adoption of this standard to have a material impact on its consolidated financial position or results of operations.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations – Clarifying the Definition of a Business (Topic 805)*, with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions or disposals of assets or businesses. The new guidance is effective for annual and interim periods beginning after December 15, 2017. The Company does not expect the adoption of this standard to have a material impact on its consolidated financial position and results of operations.

Note 2. Warrants

On October 25, 2010, we entered into a Support Services Agreement (the "Customer Agreement") with Comcast Cable Communications Management, LLC ("Comcast") under which Support.com provides technology support services to customers of Comcast in exchange for fees. In connection with the Customer Agreement, Support.com and Comcast entered into a Warrant Agreement, under which Support.com agreed to issue to Comcast warrants to purchase up to 325,000 shares of Support.com common stock in the future in the event that Comcast meets specified sales milestones under the Customer Agreement. Each warrant, if issued, would have an exercise price per share of \$14.8494 and a term of three years from issuance. On September 27, 2011, the Company and Comcast amended the Warrant Agreement to extend the expiration date for the performance milestones while maintaining the previously agreed revenue thresholds. The warrants were valued as they were earned, and the resulting value was recorded as a charge against revenue in the period in which the performance milestone was met and the warrant was earned. During the third and fourth quarters of 2013, the performance milestones for the first and second tranche of warrants were met, respectively. Therefore, we issued to Comcast warrants to purchase a total of 163,333 shares of our common stock (warrants to purchase 55,333 shares were issued on September 30, 2013 and warrants to purchase 108,000 shares were issued on December 31, 2013) and recorded warrant-related charges of \$777,000 against revenue for the year ended December 31, 2013. The first tranche, consisting of warrants to purchase 55,333 shares, and the second tranche, consisting of warrants to purchase 108,000 shares expired on September 30, 2016 and December 31, 2016, respectively. The right to receive the final tranche expired on March 31, 2014 due to the termination of the Customer Agreement on such date.

Note 3. Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation, and consist of the following as of December 31, 2016 and 2015 (in thousands):

	December 31,	
	2016	2015
Computer equipment and software	\$ 7,145	\$ 4,976
Furniture and office equipment	165	187
Leasehold improvements	359	359
Construction in progress	—	1,710
	<u>7,669</u>	<u>7,232</u>
Accumulated depreciation	(5,963)	(5,243)
	<u>\$ 1,706</u>	<u>\$ 1,989</u>

Depreciation expense was \$720,000, \$324,000, and \$275,000 for the years ended December 31, 2016, 2015, and 2014, respectively.

Note 4. Intangible Assets

Amortization expense related to intangible assets was \$1.0 million, \$1.1 million, and \$1.1 million for the years ended December 31, 2016, 2015, and 2014, respectively.

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

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

	Non- compete	Partner Relationships	Customer Base	Technology Rights	Tradenames	Indefinite Life Intangibles	Total
As of December 31, 2016							
Gross carrying value	\$ 593	\$ 145	\$ 641	\$ 5,330	\$ 760	\$ 250	\$ 7,719
Accumulated amortization	(581)	(145)	(637)	(5,330)	(760)	—	(7,453)
Net carrying value	<u>\$ 12</u>	<u>\$ —</u>	<u>\$ 4</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 250</u>	<u>\$ 266</u>
As of December 31, 2015							
Gross carrying value	\$ 593	\$ 145	\$ 641	\$ 5,330	\$ 760	\$ 250	\$ 7,719
Accumulated amortization	(555)	(145)	(545)	(4,474)	(706)	—	(6,425)
Net carrying value	<u>\$ 38</u>	<u>\$ —</u>	<u>\$ 96</u>	<u>\$ 856</u>	<u>\$ 54</u>	<u>\$ 250</u>	<u>\$ 1,294</u>

The estimated future amortization expense of intangible assets, with the exception of the indefinite-life intangible assets as of December 31, 2016 is as follows (in thousands):

Fiscal Year	Amount
2017	\$ 16
Total	<u>\$ 16</u>
Weighted average remaining useful life	0.36 years

Note 5. Commitments and Contingencies

Lease commitments

Headquarters office lease. On June 7, 2012, we entered into a sublease and master landlord consent agreement for our headquarters office facility, covering approximately 21,620 square feet and located in Redwood City, California. This original lease, which was scheduled to expire on February 18, 2017, has been extended with another lessor through April 30, 2017. The original lease provides for escalating payments over the term and rent expense is recognized on a straight-line basis.

Other facility leases. We lease our facilities under non-cancelable operating lease agreements, which expire at various dates through August 2021.

Total facility rent expense pursuant to all operating lease agreements was \$620,000, \$548,000, and \$550,000 for the years ended December 31, 2016, 2015, and 2014, respectively.

As of December 31, 2016, minimum payments due under all non-cancelable lease agreements were as follows (in thousands):

<u>Years ending December 31,</u>	<u>Operating Leases</u>
2017	\$ 531
2018	150
2019	107
2020	107
Thereafter	71
Total minimum lease and principal payments	<u>\$ 966</u>

Legal contingencies

On October 11, 2016 the Wage and Hour Division of the U.S. Department of Labor (the "DOL") notified the Company that it would be conducting an audit of the Company relating to compliance with the Fair Labor Standards Act ("FLSA"). The DOL has indicated that the focus of the audit is directed to compliance with overtime requirements related to our technology specialists who work from home providing technical support services. The audit commenced on October 20, 2016 and is ongoing as of the date of this report. While a loss may be reasonably possible, an estimate of loss, if any, cannot reasonably be determined as of the date of this report. On January 24, 2017 the DOL notified the Company that it would be conducting an audit of the Company relating to compliance with the Family and Medical Leave Act of 1993. As of the date of this report the audit has not yet commenced.

On December 20, 2016 the Federal Trade Commission ("FTC") issued a Civil Investigative Demand to the Company requiring the Company to produce certain documents and materials and to answer certain interrogatories relating to PC Healthcheck, a software program provided by the Company to certain third parties. The FTC has not alleged a factual basis underlying the investigation. On January 17, 2017 the Consumer Protection Division of the Office of Attorney General, State of Washington ("Washington AG"), issued a Civil Investigative Demand to the Company requiring the Company to produce certain documents and materials and to answer certain interrogatories relating to PC Healthcheck. The Washington AG has not alleged a factual basis underlying the investigation. The Company is in the process of responding to both Civil Investigative Demands.

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

Guarantees

We have identified guarantees in accordance with ASC 450, *Contingencies*. This guidance stipulates that an entity must recognize an initial liability for the fair value, or market value, of the obligation it assumes under the guarantee at the time it issues such a guarantee, and must disclose that information in its interim and annual financial statements. We have entered into various service level agreements with our partners, in which we may guarantee the maintenance of certain service level thresholds. Under some circumstances, if we do not meet these thresholds, we may be liable for certain financial costs. We evaluate costs for such guarantees under the provisions of ASC 450. We consider such factors as the degree of probability that we would be required to satisfy the liability associated with the guarantee and the ability to make a reasonable estimate of the resulting cost. We incurred zero costs as a result of such obligations during the years ended December 31, 2016 and 2015, respectively. We have not accrued any liabilities related to such obligations in the consolidated financial statements as of December 31, 2016 and 2015.

Note 6. Restructuring Obligations and Charges

Severance

For the year ended December 31, 2016, the Company recorded \$1,033,000 of severance and benefit related costs, respectively, included in restructuring costs in the consolidated statement of operations, related to the termination of 78 employees worldwide as a result of cost reduction efforts. As of December 31, 2016, \$983,000 of severance and benefit related costs have been paid. The Company expects the remaining \$50,000 in severance to be paid by March 31, 2017.

Contract Terminations

For the year ended December 31, 2016, the Company recorded \$113,000 of contract termination costs included in restructuring related costs in the consolidated statement of operations, related to the termination of contracts as a result of cost reduction efforts. As of December 31, 2016, approximately \$31,000 of unpaid costs are included in accrued liabilities in the consolidated balance sheet. The Company expects all remaining obligations to be paid by March 31, 2017.

	Contract Terminations	Severance	Total
Restructuring obligations, December 31, 2015	\$ -	\$ -	\$ -
Restructuring costs incurred	113	1,033	1,146
Cash payments	(82)	(983)	(1,065)
Restructuring obligations, December 31, 2016	<u>\$ 31</u>	<u>\$ 50</u>	<u>\$ 81</u>

Note 7. Other Accrued Liabilities

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

	As of December 31,	
	2016	2015
Accrued expenses	\$ 842	\$ 1,978
Self-insurance accruals	911	953
Customer deposits	556	570
Restructuring obligations	81	—
Other accrued liabilities	106	122
Total other accrued liabilities	<u>\$ 2,496</u>	<u>\$ 3,623</u>

Note 8. Stockholders' Equity

Equity Compensation Plan

We adopted the amended and restated 2010 Equity and Performance Incentive Plan (the "2010 Plan"), effective as of February 8, 2010. Under the 2010 Plan, the number of shares of Common Stock that may be issued will not exceed in the aggregate 1,666,666 shares of Common Stock plus the number of shares of Common Stock relating to prior awards under the 2000 Omnibus Equity Incentive Plan that expire, are forfeited or are cancelled after the adoption of the 2010 Plan, subject to adjustment as provided in the 2010 Plan. Pursuant to an approval from the Company's shareholders, the number of shares of Common Stock that may be issued under the 2010 Plan was increased by 750,000 shares of Common Stock in May 2013 and 333,333 shares in June 2016. No grants will be made under the 2010 Plan after the tenth anniversary of its effective date. Under our 2010 Plan, as of December 31, 2016, there were approximately 1.1 million shares available for grant.

We adopted the 2014 Inducement Award Plan (the "Inducement Plan"), effective as of May 13, 2014. Under the Inducement Plan, the number of shares of Common Stock that may be issued will not exceed in the aggregate 666,666 shares of Common Stock. Under our Inducement Plan, as of December 31, 2016, there were approximately 100,000 shares available for grant.

Stock Options

The following tables represent stock option activity for the years ended December 31, 2016, 2015, and 2014:

	Number of Shares	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding options at December 31, 2013	1,794,130	\$ 10.65	3.66	\$ 4,039
Granted	497,583	\$ 6.69		
Exercised	(125,601)	\$ 6.96		
Forfeited	(994,100)	\$ 10.50		
Outstanding options at December 31, 2014	1,172,012	\$ 9.48	6.28	\$ 3
Granted	297,385	\$ 4.89		
Exercised	—	\$ —		
Forfeited	(246,241)	\$ 10.20		
Outstanding options at December 31, 2015	1,223,156	\$ 8.22	6.66	\$ 0
Granted	663,431	\$ 2.51		
Exercised	(185)	\$ 2.51		
Forfeited	(504,559)	\$ 7.12		
Outstanding options at December 31, 2016	<u>1,381,843</u>	\$ 14.85	4.95	\$ 50
Options vested and expected to vest	<u>1,343,443</u>	\$ 5.96	4.83	\$ 48
Exercisable at December 31, 2016	<u>892,927</u>	\$ 7.18	2.69	\$ 25

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value that would have been received by the option holders had they all exercised their options on December 31, 2016, 2015, and 2014. This amount will change based on the fair market value of our stock. The total aggregate intrinsic value of options exercised under our stock option plans was \$0, \$0, and \$71,000 for the years ended December 31, 2016, 2015, and 2014, respectively. The total fair value of options vested during 2016, 2015, and 2014 was \$1.3 million, \$1.0 million, and \$845,000, respectively.

During the second quarter of 2014, the Company's Compensation Committee approved the grant of (i) 250,000 market-based stock options to the Company's new President and Chief Executive Officer (CEO), and (ii) 37,500 market-based stock options to certain key executives. The market-based stock options shall only be exercisable, to the extent vested, upon the Company's achievement of specified stock price thresholds. In accordance with ASC 718, the Company estimated the grant-date fair values of its market-based stock options as \$3.81 - \$3.99 per share with derived service periods of 1.87 - 4.52 years using a Monte-Carlo simulation model. In November 2016 and January 2017, the Company's President and CEO and the Company's Chief Operating Officer and Chief Financial Officer, respectively, each submitted their resignations and accordingly forfeited all remaining unvested market-based options. As a result, approximately \$0.5 million of previously recognized stock based compensation expense was reversed in November 2016 related to the Company President and CEO's forfeited options.

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

At December 31, 2016, there was \$592,000 of unrecognized compensation cost related to stock options which is expected to be recognized over a weighted average period of 2.49 years.

Employee Stock Purchase Plan

In the second quarter of 2011, to advance the interests of the Company and its stockholders by providing an incentive to attract, retain and reward eligible employees and by motivating such persons to contribute to the growth and profitability of the Company, the Company's Board of Directors and stockholders approved a new Employee Stock Purchase Plan and reserved 333,333 shares of our common stock for issuance effective as of May 15, 2011. The ESPP continues in effect for ten (10) years from its effective date unless terminated earlier by the Company. The ESPP consists of six-month offering periods during which employees may enroll in the plan. The purchase price on each purchase date shall not be less than eighty-five percent (85%) of the lesser of (a) the fair market value of a share of stock on the offering date of the offering period, or (b) the fair market value of a share of stock on the purchase date.

A total of 42,268 shares, 47,250 shares, and 39,178 shares were issued under the ESPP during the years ended December 31, 2016, 2015, and 2014, respectively. As of December 31, 2016, approximately 138,252 shares remain available for grant under the ESPP.

Restricted Stock Units

The following table represents RSU activity for the years ended December 31, 2016, 2015, and 2014:

	Number of Shares	Weighted Average Grant-Date Fair Value per Share	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding RSUs at December 31, 2013	552,948	\$ 15.27	1.57	\$ 6,287
Awarded	321,363	\$ 7.08		
Released	(162,716)	\$ 14.16		
Forfeited	(223,651)	\$ 14.40		
Outstanding RSUs at December 31, 2014	487,944	\$ 10.53	1.56	\$ 3,067
Awarded	373,687	\$ 4.62		
Released	(184,828)	\$ 10.71		
Forfeited	(110,838)	\$ 9.69		
Outstanding RSUs at December 31, 2015	565,965	\$ 6.75	1.41	\$ 1,715
Awarded	203,449	\$ 2.65		
Released	(270,132)	\$ 7.14		
Forfeited	(147,361)	\$ 5.57		
Outstanding RSUs at December 31, 2016	<u>351,921</u>	\$ 4.59	1.06	\$ 908

On May 16, 2014, pursuant to the employment offer letter as approved by the Company's Compensation Committee, and in addition to the market-based stock options, the Company issued 72,917 RSUs to the Company's new President and Chief Executive Officer. These RSUs vest over four years from the grant date in equal annual vesting tranches with 25% becoming vested on each of the first four anniversaries of the grant date subject to continuous service.

On June 4, 2014, the Board of Directors of the Company approved, based on recommendations of the Compensation Committee, a grant of 36,075 RSUs to non-employee directors. These RSUs vest upon the first anniversary of the grant date.

At December 31, 2016, there was \$1.1 million of unrecognized compensation cost related to RSUs which is expected to be recognized over a weighted average period of 1.64 years.

Stock Repurchase Program

On April 27, 2005, our Board of Directors authorized the repurchase of up to 666,666 outstanding shares of our common stock. As of December 31, 2016, the maximum number of shares remaining that can be repurchased under this program was 602,467. The Company does not intend to repurchase shares without a pre-approval from its Board of Directors.

Treasury Stock

The Board of Directors has given the Company the general authorization to repurchase shares of its common stock to satisfy withholding tax obligations related to vested RSUs granted to certain key executives and non-employee directors. The Company repurchased 51,366 shares at aggregate costs of approximately \$128,000 for the year ended December 31, 2016 to satisfy withholding taxes related to stock-based compensation.

Stockholder Rights Agreement and Tax Benefits Preservation Plan

On April 20, 2016, our Board approved an amendment to the Company's Rights Agreement, dated as of October 13, 2015 (the "Original Rights Agreement"), by and between the Company and Computershare Trust Company, N.A., as rights agent (the "Rights Agent"). The amendment, which was subsequently executed on that date by the Company and the Rights Agent, changed the Final Expiration Date of the rights under the Original Rights Agreement (the "Original Rights") from the close of business on October 10, 2016 to the close of business on April 20, 2016. As a result, the Original Rights have expired and the Original Rights Agreement has been terminated.

Also, on April 20, 2016, our Board approved and adopted a Section 382 Tax Benefits Preservation Plan, dated as of April 20, 2016, by and between the Company and Computershare Trust Company, N.A., as Rights Agent (the "Section 382 Tax Benefits Preservation Plan"). Pursuant to the Section 382 Tax Benefits Preservation Plan, the Board declared a dividend of one preferred share purchase right (each, a "Right") for each outstanding share of common stock, par value \$0.0001, of the Company (the "Common Stock"). The dividend is distributable on May 3, 2016 to stockholders of record as of the close of business on May 3, 2016. Subject to the terms, provisions and conditions of the Section 382 Tax Benefits Preservation Plan, if the Rights become exercisable, each Right would initially represent the right to purchase from the Company one one-thousandth of a share (a "Unit") of a newly-designated series of preferred stock, Series B Junior Participating Preferred Stock, par value \$0.0001 per share, of the Company (the "Series B Preferred Stock") for a purchase price of \$3.00 (the "Purchase Price"). If issued, each Unit of Series B Preferred Stock would give the stockholder approximately the same dividend, voting and liquidation rights as does one share of the Common Stock. However, prior to exercise, a Right does not give its holder any rights as a stockholder of the Company, including, without limitation, any dividend, voting or liquidation rights. Until the rights become exercisable, they will not be evidenced by separate certificates and will trade automatically with shares of the Common Stock.

Our Board adopted the Section 382 Tax Benefits Preservation Plan in an effort to diminish the risk that the Company's ability to utilize its net operating loss carryovers (collectively, the "NOLs") to reduce potential future federal income tax obligations may become substantially limited. Under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder by the U.S. Treasury Department, these NOLs may be "carried forward" in certain circumstances to offset any current and future taxable income and thus reduce federal income tax liability, subject to certain requirements and restrictions. However, if the Company experiences an "ownership change," within the meaning of Section 382 of the Code ("Section 382"), its ability to utilize the NOLs may be substantially limited, and the timing of the usage of the NOLs could be substantially delayed, which could therefore significantly impair the value of those assets. Section 382 and the Treasury regulations thereunder make the Company's commercial risk from a Section 382 limitation triggering event particularly acute given the relative size of its current cash on hand to its market capitalization. As applied to the Company's current cash position and current market capitalization, if the Company was to currently experience an ownership change, it would be subject to Section 382's "non-business asset" limitation which would result in the Company permanently losing all \$136.8 million of its NOLs.

The Section 382 Tax Benefits Preservation Plan is intended to act as a deterrent to any person or group acquiring beneficial ownership of 4.99% or more of the outstanding Common Stock without the approval of the Board (such person, an “Acquiring Person”). A person who acquires, without the approval of the Board, beneficial ownership (other than as a result of repurchases of stock by the Company, dividends or distributions by the Company or certain inadvertent actions by stockholders) of 4.99% or more of the outstanding Common Stock (including any ownership interest held by that person’s Affiliates and Associates as defined under the Section 382 Tax Benefits Preservation Plan) could be subject to significant dilution. Stockholders who beneficially own 4.99% or more of the outstanding Common Stock prior to the first public announcement by the Company of the Board’s adoption of the Section 382 Tax Benefits Preservation Plan will not trigger the Section 382 Tax Benefits Preservation Plan so long as they do not acquire beneficial ownership of additional shares of the Common Stock (other than pursuant to a dividend or distribution paid or made by the Company on the outstanding shares of Common Stock or pursuant to a split or subdivision of the outstanding shares of Common Stock) at a time when they still beneficially own 4.99% or more of such stock. In addition, the Board retains the sole discretion to exempt any person or group from the penalties imposed by the Section 382 Tax Benefits Preservation Plan.

In the event that a person becomes an Acquiring Person, each holder of a Right, other than Rights that are or, under certain circumstances, were beneficially owned by the Acquiring Person (which will thereupon become void), will thereafter have the right to receive upon exercise of a Right and payment of the Purchase Price, and subject to the terms, provisions and conditions of the Section 382 Tax Benefits Preservation Plan, a number of shares of the Common Stock having a market value of two times the Purchase Price.

Note 9. Income Taxes

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

	Year Ended December 31,		
	2016	2015	2014
United States	\$ (16,463)	\$ (25,754)	\$ (3,412)
Foreign	530	(2,280)	556
Total	(15,933)	(28,034)	(2,856)
Income from discontinued operations, before income taxes	—	—	—
Loss from continuing operations, before income taxes	\$ (15,933)	\$ (28,034)	\$ (2,856)

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

	Year Ended December 31,		
	2016	2015	2014
Current:			
Federal	\$ —	\$ —	\$ —
State	3	23	34
Foreign	287	179	380
Total Current	290	202	414
Deferred			
Federal	—	(1,119)	265
State	—	(84)	19
Foreign	17	36	42
Total Deferred	17	(1,167)	326
Provision (benefit) for income taxes	\$ 307	\$ (965)	\$ 740

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

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

	Year Ended December 31,		
	2016	2015	2014
Provision at Federal statutory rate	\$ (5,517)	\$ (9,812)	\$ (1,000)
State taxes	3	(60)	53
Permanent differences/other	156	1,370	633
Stock-based compensation	1,157	762	2,311
Federal valuation allowance (used) provided	4,508	6,775	(1,257)
Provision (benefit) for income taxes	\$ 307	\$ (965)	\$ 740

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of our deferred tax assets and liabilities are as follows (in thousands):

	December 31,	
	2016	2015
Deferred Tax Assets		
Fixed assets	\$ 133	\$ 163
Deferred revenue	39	28
Accruals and reserves	324	428
Stock options	945	1,706
Net operating loss carryforwards	48,852	44,863
Federal and state credits	3,320	3,323
Foreign credits	156	152
Intangible assets	4,167	4,259
Research and development expense	4,347	2,539
Gross deferred tax assets	62,283	57,461
Valuation allowance	(62,079)	(57,245)
Total deferred tax assets	204	216
Deferred Tax Liabilities	—	—
Net deferred tax asset/liabilities	\$ 204	\$ 216

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

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

Based on management's review discussed above, the realization of deferred tax assets is dependent on improvements over present levels of consolidated pre-tax income. Until the Company is consistently profitable in the U.S., it will not realize its deferred tax assets. Deferred income taxes have not been provided on the cumulative undistributed earnings of foreign subsidiaries. The amount of such earnings at December 31, 2016 was \$1.7 million. These earnings have been permanently reinvested and the Company does not plan to initiate any action that would precipitate the payment of income tax thereon. The US tax impact, if such amounts were remitted, would be zero due to the Company's net operating losses. Foreign withholding taxes on amounts remitted would be \$725,000.

The net valuation allowance increased by approximately \$4.8 million and \$7.6 million during the years ended December 31, 2016 and 2015, respectively. As of December 31, 2016, \$4.1 million of the valuation allowance against federal and state net operating loss carryforwards relates to the tax benefit of stock option exercises that, when realized, will be recorded as a credit to additional paid in capital rather than as a reduction of the provision for income taxes. As of December 31, 2016, the Company had Federal and state net operating loss carryforwards of approximately \$136.8 million and \$75.7 million, respectively. The Federal net operating loss and credit carryforwards will expire at various dates beginning in 2020 through 2036, if not utilized. The state net operating loss carryforwards will expire at various dates beginning in 2017 through 2036, if not utilized.

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

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

ASC 740-10 clarifies the accounting for uncertainties in income taxes by prescribing guidance for the recognition, de-recognition and measurement in financial statements of income tax positions taken in previously filed tax returns or tax positions expected to be taken in tax returns, including a decision whether to file or not to file in a particular jurisdiction. ASC 740-10 requires the disclosure of any liability created for unrecognized tax benefits. The application of ASC 740-10 may also affect the tax bases of assets and liabilities and therefore may change or create deferred tax liabilities or assets.

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

	Year Ended December 31,	
	2016	2015
Balance at beginning of year	\$ 2,368	\$ 2,460
Increase related to prior year tax positions	8	—
Decrease related to prior year tax positions	(4)	(78)
Increase related to current year tax positions	82	12
Decrease related to lapse of statute of limitations	(169)	(26)
Balance at end of year	<u>\$ 2,285</u>	<u>\$ 2,368</u>

The Company's total amounts of unrecognized tax benefits that, if recognized, that would affect its tax rate are \$0.3 million and \$0.4 million as of December 31, 2016 and 2015, respectively.

The Company's policy is to include interest and penalties related to unrecognized tax benefits within its provision for (benefit from) income taxes. The Company had \$176,000 accrued for payment of interest and penalties related to unrecognized tax benefits as of December 31, 2016. The Company had \$136,000 and \$176,000 accrued for payment of interest and penalties related to unrecognized tax benefit as of December 31, 2015 and 2014, respectively.

As of December 31, 2016, the amount of recognized tax benefit where it is reasonably possible that a significant change may occur in the next 12 months is approximately \$235,000. The change would result from expiration of a statute of limitations in a foreign jurisdiction.

The Company files federal, state and foreign income tax returns in jurisdictions with varying statutes of limitations. Due to its net operating loss carryforwards, the Company's income tax returns generally remain subject to examination by federal and most state authorities. In our foreign jurisdictions, the 2008 through 2015 tax years remain subject to examination by their respective tax authorities.

We are required to make periodic filings in the jurisdictions where we are deemed to have a presence for tax purposes. We have undergone audits in the past and have paid assessments arising from these audits. Our India entity was issued notices of income tax assessment pertaining to the 2004-2009 fiscal years. The notices claimed that the transfer price used in our inter-company agreements resulted in understated income in our Indian entity. During the fourth quarter of 2014, the Company re-evaluated the probability of its tax position and recorded an ASC 740-10 reserve of \$269,000 related to India transfer pricing. The Company's tax position related to India has not changed in 2016 aside from an additional \$3,000 increase to the reserve representing accrued interest. Separately, the Company filed for an Advanced Pricing Agreement (APA) with the India tax authority in Q1 of 2015 and expects that the APA will be completed during 2017. The APA would cover the tax years from 2011-2019. As of December 31, 2016, based upon data available from the Company's discussions with India Tax Authorities, the Company believes that it would be appropriate to record an ASC 740-10 reserve of \$111,000 related to the APA.

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

Note 10. Related Party Transactions

During the second quarter of 2016, the Independent Committee of the Board of Directors approved the reimbursement of \$425,000 of proxy contest costs to VIEX Capital Advisors, LLC (“VIEX Capital”), a beneficial owner holding approximately 5.9% of the Company’s voting stock. A member of the Company’s Board of Directors is also managing member of VIEX Capital. As of December 31, 2016, the full amount of the reimbursement has been paid.

Note 11. Quarterly Financial Information (Unaudited)

Selected quarterly financial information for 2016 and 2015 is as follows:

	Fiscal Year 2016 Quarter Ended			
	Mar. 31, 2016	Jun. 30, 2016	Sept. 30, 2016	Dec. 31, 2016
	(in thousands, except per share data)			
Statements of Operations Data:				
Revenue:				
Services	\$ 15,283	\$ 13,609	\$ 14,163	\$ 13,256
Software and other	1,314	1,320	1,364	1,351
Total revenue	16,597	14,929	15,527	14,607
Cost of revenue:				
Cost of services	13,860	12,696	11,847	11,842
Cost of software and other	119	138	120	109
Total cost of revenue	13,979	12,834	11,967	11,951
Gross profit	2,618	2,095	3,560	2,656
Operating expenses:				
Research and development	1,708	1,420	1,336	1,113
Sales and marketing	2,072	1,866	1,463	1,270
General and administrative	3,248	4,235	2,703	2,772
Amortization of intangible assets and other	267	267	267	227
Restructuring	—	423	—	723
Total operating expenses	7,295	8,211	5,769	6,105
Loss from operations	(4,677)	(6,116)	(2,209)	(3,449)
Interest income and other, net	133	126	124	135
Loss from continuing operations, before income taxes	(4,544)	(5,990)	(2,085)	(3,314)
Income tax provision	52	36	44	175
Loss from continuing operations, after income taxes	(4,596)	(6,026)	(2,129)	(3,489)
Income from discontinued operations, after income taxes	284	—	—	—
Net loss	\$ (4,312)	\$ (6,026)	\$ (2,129)	\$ (3,489)
Basic loss per share:				
Loss from continuing operations, after income taxes	\$ (0.24)	\$ (0.33)	\$ (0.12)	\$ (0.19)
Income (loss) from discontinued operations, after income taxes	0.00	0.00	0.00	0.00
Basic net loss per share	\$ (0.24)	\$ (0.33)	\$ (0.12)	\$ (0.19)
Diluted loss per share:				
Loss from continuing operations, after income taxes	\$ (0.24)	\$ (0.33)	\$ (0.12)	\$ (0.19)
Income (loss) from discontinued operations, after income taxes	0.00	0.00	0.00	0.00
Diluted net loss per share	\$ (0.24)	\$ (0.33)	\$ (0.12)	\$ (0.19)

Fiscal Year 2015 Quarter Ended

	Mar. 31, 2015	Jun. 30, 2015	Sept. 30, 2015	Dec. 31, 2015
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(in thousands, except per share data)

Statements of Operations Data:

Revenue:				
Services	\$ 21,875	\$ 19,295	\$ 16,563	\$ 14,418
Software and other	1,282	1,305	1,302	1,293
Total revenue	23,157	20,600	17,865	15,711
Cost of revenue:				
Cost of services	18,394	15,804	14,357	12,884
Cost of software and other	150	131	128	127
Total cost of revenue	18,544	15,935	14,485	13,011
Gross profit	4,613	4,665	3,380	2,700
Operating expenses:				
Research and development	1,524	1,930	1,790	1,713
Sales and marketing	2,208	2,089	2,195	2,053
General and administrative	3,060	3,076	3,047	3,828
Amortization of intangible assets and other	268	267	267	267
Goodwill impairment	—	14,240	—	—
Total operating expenses	7,060	21,602	7,299	7,861
Loss from operations	(2,447)	(16,937)	(3,919)	(5,161)
Interest income and other, net	100	106	113	111
Loss from continuing operations, before income taxes	(2,347)	(16,831)	(3,806)	(5,050)
Income tax provision (benefit)	126	(1,227)	60	76
Loss from continuing operations, after income taxes	(2,473)	(15,604)	(3,866)	(5,126)
Income (loss) from discontinued operations, after income taxes	\$ 42	\$ (5)	\$ (5)	\$ (4)
Net loss	(2,431)	(15,609)	(3,871)	(5,130)
Basic earnings (loss) per share:				
Loss from continuing operations, after income taxes	\$ (0.15)	\$ (0.87)	\$ (0.21)	\$ (0.27)
Income (loss) from discontinued operations, after income taxes	.03	(0.00)	(0.00)	(0.00)
Basic net loss per share	\$ (0.12)	\$ (0.87)	\$ (0.21)	\$ (0.27)
Diluted earnings (loss) per share:				
Loss from continuing operations, after income taxes	\$ (0.15)	\$ (0.87)	\$ (0.21)	\$ (0.27)
Income (loss) from discontinued operations, after income taxes	0.03	(0.00)	(0.00)	(0.00)
Diluted net loss per share	\$ (0.12)	\$ (0.87)	\$ (0.21)	\$ (0.27)

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

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Disclosure controls and procedures.

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

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting during the fourth quarter of 2016 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Management on Internal Control over Financial Reporting.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). Our internal control system is designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of published financial statements. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Under the supervision and with the participation of our management, including our CEO and CFO, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). As part of this evaluation, management established an internal control project team, engaged outside consultants and adopted a project work plan to document and assess the adequacy of our internal control over financial reporting, address any control deficiencies that were identified, and to validate through testing that the controls are functioning as documented. Based on the results of this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2016 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles. We reviewed the results of management’s assessment with the Audit Committee of Support.com’s Board of Directors.

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

The information required by Item 10 of Form 10-K with respect to Item 401 of Regulation S-K regarding our directors is incorporated herein by reference from the information contained in the section entitled "Directors and Nominees" in our definitive Proxy Statement for the 2016 Annual Meeting of Stockholders (the "Proxy Statement"), a copy of which will be filed with the Securities and Exchange Commission.

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

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

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

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

ITEM 11. EXECUTIVE COMPENSATION.

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

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

The information required by Item 12 of Form 10-K with respect to Item 201 of Regulation S-K regarding securities authorized for issuance under equity compensation plans and Item 403 of Regulation S-K regarding security ownership of certain beneficial owners and management is incorporated herein by reference from the information contained in the section entitled "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement.

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

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

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

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

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

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

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

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

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

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

(b) Exhibits.

Exhibit	Description of Document
3.1	Restated Certificate of Incorporation, as amended (incorporated by reference to Exhibit 3.1 of Support.com's annual report on Form 10-K for the year ended December 31, 2001)
3.2	Certificate of Amendment to Support.com's Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed with the SEC on June 23, 2009)
3.3	Certificate of Designation of Series A Junior Participating Preferred Stock of Support.com (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed with the SEC on October 14, 2015)
3.4	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed with the SEC on February 5, 2016)
3.5	Certificate of Designation of Series B Junior Participating Preferred Stock, as filed with the Secretary of State of Delaware on April 21, 2016 (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed with the SEC on April 21, 2016)
3.6	Certificate of Amendment to the Restated Certificate of Incorporation of the Company effective January 20, 2017, filed on January 13, 2017 (incorporated by reference to Exhibit 3.1 of Support.com's Form 8-K filed with the SEC on January 13, 2017)
4.1	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 of Support.com's quarterly report on Form 10-Q for the quarter ended June 30, 2002)
4.2	Rights Agreement with Computershare Trust Company, N.A., dated October 13, 2015 (incorporated by reference to Exhibit 4.1 of Support.com's current report on Form 8-K filed with the SEC on October 14, 2015).
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31.2	Principal Financial Officer Section 302 Certification.
32.1	Statement of the Chief Executive Officer under 18 U.S.C. § 1350(2)

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101.INS	XBRL Instance Document
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101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

* Denotes an executive or director compensation plan or arrangement

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

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

(c) Financial Statement Schedules.

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

SIGNATURES

Pursuant to the requirements of the Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 6th day of March, 2017.

SUPPORT.COM, INC.

By:

/s/ RICHARD BLOOM

Richard Bloom

Interim President and Chief Executive Officer

POWER OF ATTORNEY

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

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ RICHARD BLOOM</u> Richard Bloom	Interim President and Chief Executive Officer and Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	March 6, 2017
<u>/s/ JOSHUA E. SCHECHTER</u> Joshua E. Schechter	Chairman of the Board of Directors	March 6, 2017
<u>/s/ BRIAN J. KELLEY</u> Brian J. Kelley	Director	March 6, 2017
<u>/s/ BRADLEY L. RADOFF</u> Bradley L. Radoff	Director	March 6, 2017
<u>/s/ ERIC SINGER</u> Eric Singer	Director	March 6, 2017
<u>/s/ TIM STANLEY</u> Tim Stanley	Director	March 6, 2017

EXHIBIT INDEX

Exhibit	Description of Document
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3.2	Certificate of Amendment to Support.com's Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed with the SEC on June 23, 2009)
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3.4	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 of Support.com's current report on Form 8-K filed with the SEC on February 5, 2016)
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* Denotes an executive or director compensation plan or arrangement.

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(c) Financial Statement Schedules.

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

LEASE AGREEMENT

This LEASE AGREEMENT (this "**Lease**") is made and entered into as of December 20, 2016, by and between **HCP LS REDWOOD CITY, LLC**, a Delaware limited partnership ("**Landlord**"), and **SUPPORT.COM, INC.**, a Delaware corporation ("**Tenant**").

RECITALS :

A. Tenant (previously referred to as "SUPPORT.COM") is currently the "Subtenant" under that certain Sublease dated [omitted on original], 2012 (the "**Sublease**"), by and between TYCO HEALTHCARE GROUP LP, a Delaware limited partnership (as successor-in-interest to FOXHOLLOW TECHNOLOGIES, INC., a Delaware corporation) ("**Tyco**"), as Sublandlord, and Tenant, as Subtenant. A copy of the Sublease is attached hereto as **Exhibit A**. Pursuant to the Sublease, Tenant leased that certain space consisting of approximately 21,620 rentable square feet of space (the "**Sublease Premises**") located on the second (2nd) floor of the building located at 900 Chesapeake Drive, Redwood City, California (the "**Building**").

B. The Sublease was made under that certain Lease dated as of November 3, 2006 (the "**Master Lease**") between Landlord and Tyco, with respect to certain premises of which the Sublease Premises form a part.

C. The Master Lease and Sublease are scheduled to expire on February 28, 2017. Landlord and Tenant desire that, immediately and continuously following such expiration, Tenant will continue to occupy and lease the Sublease Premises directly from Landlord on the terms and conditions of this Lease.

AGREEMENT:

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

1. **Lease of Premises.** Effective as of March 1, 2017, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Sublease Premises (hereinafter referred to as the "**Premises**").

2. **Condition of Premises.** Tenant acknowledges that Tenant has been occupying the Premises pursuant to the Sublease, and accordingly Tenant continues to accept the Premises in its presently existing, "as is" condition during the "Lease Term" (as defined in Section 4 below). Notwithstanding any contrary provision of the Sublease (or Master Lease, as applicable), Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises under this Lease. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Property, Building and Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows; "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows; (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved in advance by Landlord; and (b) Tenant, at its cost, is responsible for making any repairs within the Premises to correct violations of construction-related accessibility standards; and, if anything done by or for Tenant in its use or occupancy of the Premises shall require repairs to the Building (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall, at Landlord's option, either perform such repairs at

3. **Terms of Lease.** Tenant's lease of the Premises shall be on all of the terms and conditions of the Sublease (and Master Lease, as provided under Article 12 of the Sublease), as if Landlord were the Sublandlord and Tenant were the Subtenant thereunder, and as if the Premises were the Sublease Premises, except as otherwise provided in this Lease, and accordingly, the Sublease (and applicable terms of the Master Lease) is hereby incorporated herein by reference. In the event of any conflict between the terms contained in the Sublease (or Master Lease, as applicable) and this Lease, the terms of this Lease shall apply.

4. **Lease Term.** The term of this Lease (the "**Lease Term**") shall commence on March 1, 2017, and expire (unless sooner terminated as set forth in this Lease) on April 30, 2017. Notwithstanding anything in the contrary in the Sublease (or Master Lease, as applicable), Tenant's requirement to surrender the Premises shall be extended until the expiration of the Lease Term.

5. **Base Rental.** During the Lease Term, Tenant shall pay Base Rent to Landlord pursuant to the terms of the Sublease (and applicable terms of the Master Lease) in the amount of \$86,480.00 per month.

6. **Additional Rent.** Tenant shall continue to be obligated to pay Additional Rent attributable to the Premises during the Lease Term pursuant to Section 4.2 of the Sublease.

7. **No Options.** Notwithstanding any contrary provision of the Sublease or Master Lease, Tenant shall have no option or right to extend or renew the Lease Term.

8. **Notices.** Notwithstanding anything to the contrary set forth in the Lease, effective as of the date of this Lease, any Notices to Landlord or Tenant, as applicable, must be sent, transmitted, or delivered, as the case may be, to the following addresses;

To Landlord:

HCP LS Redwood City, LLC
c/o HCP, Inc.
1920 Main Street, Suite 1200
Irvine, CA 92614
Attention: Legal Department

and:

HCP Life Science Estates
950 Tower Lane, Suite 1650
Foster City, CA 94404
Attention: Jonathan M. Bergschneider

and

Allen Matkins Leek Gamble Mallory & Natsis LLP
1901 Avenue of the Stars
Suite 1800
Los Angeles, California 90067
Attention: Anton N. Natsis, Esq.

To Tenant:

Support.com
900 Chesapeake Drive
Redwood City, California 94063

9. **Security Deposit.** The terms of Section 15 of the Sublease shall not apply to this Lease.

10. **No Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits,

judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this Section 11 shall survive the expiration or earlier termination of this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

"LANDLORD"

HCP LS REDWOOD CITY, LLC,
a Delaware limited liability company

By: /s/ Jonathan M. Bergschneider
Jonathan M. Bergschneider
Executive Vice President

"TENANT"

SLPPORT.COM, INC.,
a Delaware corporation^

By: /s/ Rick Bloom
Name: Rick Bloom
Its: Interim CEO

By: /s/ Michelle Johnson
Name: Michelle Johnson
Its: VP, General Counsel

EXHIBIT A

SUBLEASE

[ATTACHED]

EXHIBIT A

SUBLEASE

THIS SUBLEASE (this "**Sublease**") is entered into as of _____, 2012 (the "**Effective Date**") by and between TYCO HEALTHCARE GROUP LP, a Delaware limited partnership ("**Sublandlord**"), and SUPPORT.COM, a Delaware corporation ("**Subtenant**").

WITNESSETH:

A. Under that certain Lease dated as of November 3, 2006 (the "**Prime Lease**") between HCP LS Redwood City, LLC (the "**Prime Landlord**"), as successor to Slough Redwood City, LLC, as landlord, and Sublandlord, as successor in interest to FoxHollow Technologies, Inc., as tenant, the Prime Landlord leased to Sublandlord certain premises described in the Prime Lease as the "Premises", which premises are commonly known as 900 Chesapeake Drive, Redwood City, California (the "**Prime Premises**").

B. Under the terms and conditions of this Sublease, Subtenant desires to sub-lease from Sublandlord a portion of the Prime Premises containing approximately 21,620 rentable square feet of space (the "Premises") located on the second floor of the Prime Premises, which portion is more particularly shown on Exhibit A, attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord and Subtenant agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meanings given to them in the Prime Lease.

ARTICLE 2
DEMISE: TERM

Section 2.1 Demise. Conditioned upon receipt by Sublandlord of Prime Landlord's Consent (hereinafter defined) as required by Article 11 of the Prime Lease, Sublandlord hereby subleases and demises to Subtenant, and Subtenant hereby takes and subleases from Sublandlord, the Premises on the terms and conditions and subject to the provisions set forth herein.

Section 2.2 Commencement Date. The term _____ (the "**Term**") of this Sublease shall commence on August 1, 2012 (the "**Commencement Date**").

Section 2.3 Expiration Date. Subject to the terms, covenants, or conditions of this Sublease, the Term shall end at 11:59 p.m. on February 18, 2017, provided that if the Prime Lease terminates or expires earlier, for any reason whatsoever, then this Sublease shall also terminate at such date and time. The date of expiration of this Sublease shall be referred to herein as the "**Expiration Date**."

Section 2.4 Early Access. Upon the later of (i) Sublandlord's receipt of Prime Landlord's Consent, or (ii) April 1, 2012, Sublandlord will provide Subtenant with access to the Premises for the purpose of installing cables, network equipment, and furniture and performing the Improvement Work (hereinafter defined) approved by Sublandlord under Article 5 of this Sublease. Subtenant has no right to conduct business or otherwise use the Premises during such early entry period. Subtenant's access shall be subject to the following conditions: (1) Sublandlord is given prior written notice of any such entry, (2) Subtenant has delivered to Sublandlord evidence that the insurance required to be maintained by Subtenant under this Sublease has been obtained, and (3) Subtenant shall indemnify, defend, and hold Sublandlord harmless from any loss or damage to property or the Prime Premises, and any death or personal injury to any person or persons arising out of such entry into the Premises. Any work in the Premises shall be performed in accordance with Article 5 of this Sublease. Any early entry by Subtenant shall be on the terms of this Sublease, but no Rent shall accrue during the early entry period. Subtenant shall conduct its activities therein at its risk and expense. As used herein, "**Improvement Work**" means the construction of 3-6 private offices or conference rooms and a reception area in the Premises.

ARTICLE 3
CONDITION OF THE PREMISES; USE; ACCESS

Section 3.1 AS-IS Condition of Premises. Subtenant accepts the Premises "AS-IS" in its presently existing condition, and Sublandlord shall not be required to perform any demolition work, improvement work, or tenant-finish work therein or to provide any allowances therefor. Subtenant acknowledges that (a) it was given a full opportunity to inspect the Premises; (b) as of the Commencement Date, Subtenant has inspected the Premises; and (c) neither Sublandlord nor its agents or employees have made any representations or warranties regarding the Premises, the condition of the Premises, or the suitability or fitness of the Premises for the conduct of Subtenant's business, or for any other purpose.

Section 3.2 Permitted Uses. To the extent permitted by the Prime Lease and under the terms and conditions of the Prime Lease, Subtenant shall use and occupy the Premises only for general office use, and for no other purpose whatsoever. Subtenant's use is subject to receipt of all necessary approvals from the City of Redwood City and all other governmental agencies with jurisdiction. Subtenant shall not use or occupy or suffer or permit the use or occupancy of the Premises or any part thereof in any manner which, in Landlord's or Sublandlord's judgment, might adversely affect or interfere (i) with any services required to be furnished by Landlord, or (ii) with the proper and economical rendition of any such service or (iii) with the use or enjoyment of any part of the Building by Landlord, Sublandlord, or any other tenant, subtenant or occupant. Subtenant shall comply with all laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste.

Section 3.3 Access. Either Sublandlord or a property management company hired by Sublandlord shall control access to the Premises and the Prime Premises by using a badging system or other program developed by Sublandlord. Subtenant shall cooperate with such system or program. In connection with such system, Sublandlord has the right to enter the Premises under the terms and conditions of Section 12.1 of the Prime Lease. Subtenant acknowledges that Sublandlord shall have no obligation to provide guard service or other security measures for the

benefit of the Premises. Subtenant hereby assumes all responsibility for the protection of Subtenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed.

Section 3.4 Server Room. Notwithstanding anything to the contrary contained herein, Sublandlord shall have an easement to enter and use that certain server room located within the Premises for the installation, maintenance, repair, replacement and vertical distribution of various types of cabling and wiring and any equipment that may be required in connection therewith from time to time during the Term. Subtenant shall permit Sublandlord, and Sublandlord's agents and contractors, access to such server room upon at least one (1) Business Days' notice, except in the event of an emergency when no prior notice is necessary. In addition, Sublandlord has an easement to maintain in place the existing conduits, cabling, wiring, and equipment in the server room. Sublandlord shall use commercially reasonable efforts to minimize any interference with the Subtenant's use and occupancy of the Premises by reason of the exercise of Sublandlord's rights under this section.

Section 3.5 Hazardous Substances. It is acknowledged and agreed that Subtenant shall have no liability or responsibility to remediate the Premises (or to reimburse Sublandlord for the costs of the same) with respect to any hazardous substances (as defined in the Prime Lease) on, under, or in the Premises to the extent that any such hazardous substances are in existence in the Premises before the Commencement Date, except to the extent any inspection, clean-up, removal, or remediation results from or is required in connection with the Improvement Work or any alterations or work performed by Subtenant to the Premises.

ARTICLE 4

RENT

Section 4.1 Fixed Rent. Commencing upon the Commencement Date, Subtenant shall pay to Sublandlord, without notice, billing, demand, deduction, offset or abatement, in lawful money of the United States of America, fixed rent ("Fixed **Rent**") in the following amounts during the following period of time:

Time Period	Fixed Rent Per Square Foot of the Premises Per Month	Monthly Fixed Rent
August 1, 2012 - December 31, 2012	\$1.09	\$23,565.80
January 1, 2013 - June 30, 2013	\$1.55	\$33,511.00
July 1, 2013 - June 30, 2014	\$1.60	\$34,592.00
July 1, 2014 - June 30, 2015	\$1.65	\$35,673.00
July 1, 2015 - June 30, 2016	\$1.70	\$36,754.00
July 1, 2016 - February 18, 2017	\$1.75	\$37,835.00

Fixed Rent shall be paid to the notice address for Sublandlord set forth in Section 14.1 of this Sublease, Fixed Rent is payable in equal monthly installments in the amount of the Monthly Fixed Rent for the applicable time period, and such amount is due in advance on or before the first day of each and every calendar month during the Term, provided, however, that 1 monthly installment of Fixed Rent (i.e.. Fixed Rent for December 2012) is due and payable on the Effective Date. If the Commencement Date is not the first day of a calendar month, then the first monthly installment of Fixed Rent shall be prorated based upon the number of days during the month from and after the Commencement Date until and including the last day of the calendar month in which the Commencement Date occurs. In addition, the monthly installment of Fixed Rent due for any partial month at the end of the Term shall be prorated based upon the number of days remaining in the month from and after the last day of the Term.

Notwithstanding anything above to the contrary, Fixed Rent shall be conditionally abated during the first four months of the Term. Commencing with the first day of the fifth month of the Term, Subtenant shall make Fixed Rent payments as otherwise provided herein. Notwithstanding such abatement of Fixed Rent all other sums due under this Sublease shall be payable as provided in this Sublease. This abatement of Fixed Rent is conditioned upon Subtenant's full and timely performance of all of its obligations under the Sublease. If at any time during the Term a default by Subtenant occurs, and said default remains uncured beyond any applicable notice and cure period (and any extensions thereof), then the abatement of Fixed Rent provided for in this section shall immediately become void, and Subtenant shall promptly pay to Landlord, in addition to all other amounts due to Sublandlord under this Sublease, the full amount of all Fixed Rent herein abated.

Section 4.2 Additional Rent. Subtenant shall pay to Sublandlord additional rent ("**Additional Rent**") consisting of all other sums of money as shall become due and payable by Subtenant hereunder (for default in the payment of which Sublandlord shall have the same remedies as for a default in the payment of Fixed Rent). If not otherwise specified in this Sublease, then Additional Rent shall be payable within 20 Business Days after delivery of an invoice from Sublandlord. Fixed Rent and Additional Rent are herein collectively called

“Rent.” There shall be no abatement of, deduction from, counterclaim or setoff against Rent, and the obligations of Subtenant with respect to any Additional Rent shall survive the expiration or any sooner termination of the Term. Subtenant shall pay to Sublandlord, as Additional Rent, any and all sums of money that are or may become payable by Sublandlord to Prime Landlord under the Prime Lease caused by the actions or omissions of Subtenant or any of Subtenant’s agents, employees, affiliates, contractors, invitees, subtenants, assignees, or anyone claiming by, through or under Subtenant (each, including Subtenant, a **“Subtenant Party”**) and any and all charges of Prime Landlord under the Prime Lease to the extent related to a request by Subtenant or caused by Subtenant’s failure to perform its obligations under this Sublease.

ARTICLE 5
ALTERATIONS

Section 5.1 Alterations. Subtenant acknowledges that notwithstanding anything to the contrary contained in the Prime Lease, including without limitation Section 7.1 thereof, Subtenant is not authorized to make or do any alterations, modifications or improvements in or to the Premises without first obtaining the written approval of Sublandlord, such consent not to be unreasonably withheld, and which may be conditioned upon, among other things, Subtenant’s agreement to remove any such alterations, modifications or improvements at Subtenant’s sole expense prior to the expiration or termination of the Term, unless Prime Landlord otherwise requires such alterations, modifications or improvements to remain.

Section 5.2 Sublandlord Costs. Subtenant shall reimburse Sublandlord for all out-of-pocket costs payable by Sublandlord with regard to reviewing any proposed alterations and all other reasonable out-of-pocket costs Sublandlord may incur in connection with reviewing Subtenant’s proposed alterations including, without limitation, engineer’s, architects, attorney’s and other consultants’ fees and costs.

ARTICLE 6
DAMAGE TO OR DESTRUCTION OF THE PREMISES

Section 6.1 Termination. If the Building or Premises are damaged by fire or other casualty and Sublandlord shall, pursuant to the terms of the Prime Lease, elect to terminate the Prime Lease, then this Sublease shall cease and terminate on the date of termination of the Prime Lease, and Rent shall be apportioned from the time of the damage. Otherwise, this Sublease shall remain in full force and effect. Sublandlord shall have no obligation hereunder to repair any portion of the Building or Premises, whether or not this Sublease shall be terminated, which obligation shall be Prime Landlord’s to the extent required under the Prime Lease. If all or any part of the Premises is damaged and this Sublease is not terminated, then Subtenant shall (to the extent that Prime Landlord is not so obligated) promptly and with due diligence repair and restore any personal property, leasehold improvements, and alterations installed in the Premises.

ARTICLE 7
INSURANCE

Section 7.1 Required Coverage. Subtenant shall maintain, at its expense, for the Term, the insurance required to be obtained by Sublandlord as “Tenant” under the Prime Lease,

and such coverage shall meet or exceed the requirements for Sublandlord's coverage under the Prime Lease including without limitation Sections 10.1(a) and (e) of the Prime Lease. Subtenant shall name Sublandlord, Prime Landlord, and designees of each as additional insureds. All such policies shall be issued by reputable insurance companies reasonably approved by Sublandlord and Prime Landlord, and such policies cannot be modified or cancelled without at least 30 days' prior written notice to Sublandlord. On or before the earlier of the Commencement Date or the date of early access under Section 2.4 of this Sublease, Subtenant shall furnish to Sublandlord said policies or certificates thereof evidencing that the required coverage is being maintained, together with such evidence as Sublandlord shall deem reasonably satisfactory of the payment of premiums thereon.

ARTICLE 8
SUBTENANT'S INDEMNITY

Section 8.1 Subtenant's Indemnity. Subtenant shall indemnify, defend and hold harmless Sublandlord and its affiliates and their respective officers, directors and employees from and against any and all claims, suits, judgments, losses, costs, obligations, damages, expenses, and liabilities including, without limitation, reasonable attorneys' fees and disbursements (collectively, "**Claims**") in any way arising out of, relating to, or connected with (a) any breach, default or failure to perform on the part of a Subtenant Party under this Sublease,

(b) any act or omission of a Subtenant Party that constitutes a default under the Prime Lease, (c) any negligence or willful misconduct of a Subtenant Party, (d) the use or occupancy of the Premises by a Subtenant Party, (e) any holdover by a Subtenant Party beyond the expiration of the Term, and (f) any actions taken by Sublandlord following Subtenant's request of Sublandlord to take action pursuant to the terms hereof or the Prime Lease. The provisions of this section shall survive the expiration or earlier termination of this Sublease.

ARTICLE 9
SUBLEASE: ASSIGNMENT

Section 9.1 Prohibition. Subtenant shall not (a) assign this Sublease, (b) permit this Sublease to be assigned by operation of law or otherwise, (c) sublease the Premises in whole or in part, (d) permit the Premises or any portion therein to be occupied by any person(s) other than Subtenant, or (e) pledge or encumber this Sublease, the term and estate hereby granted or the rentals hereunder (collectively, a "**Transfer**") without first obtaining in each instance Prime Landlord's consent and Sublandlord's consent.

Section 9.2 Consent Conditions. If (i) Prime Landlord has consented to the proposed Transfer and (ii) Subtenant is not in default of any of Subtenant's obligations under this Sublease beyond any applicable cure period, then Sublandlord's consent (which must be in writing and in form reasonably satisfactory to Sublandlord) to the proposed Transfer shall not be unreasonably withheld, conditioned, or delayed.

Section 9.3 Permitted Transfer. Notwithstanding Section 9.1 above, Subtenant has the right to assign this Sublease without Sublandlord's consent to any entity that wholly owns Subtenant or is wholly owned by Subtenant, provided that Subtenant gives notice to Sublandlord at least 10 days before any such permitted transfer is effective.

Section 9.4 Miscellaneous Transfer Provisions. Subtenant shall be solely responsible for all costs required to be paid to Prime Landlord pursuant to the terms of the Lease in connection with the review, consideration, and documentation of any Transfer proposed by Subtenant hereunder. The acceptance of rent by Sublandlord from any other person shall not be deemed to be a waiver by Sublandlord of any provision of this Sublease or to be a consent to any Transfer. Consent to one Transfer shall not be deemed to constitute consent to any subsequent Transfer. Each Transfer shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Sublease. Notwithstanding anything herein to the contrary, Subtenant shall and will remain fully liable for the payment of Rent and for the performance of all the covenants, agreements, terms, provisions, and conditions contained in this Sublease on the part of Subtenant to be performed. Subtenant further agrees that notwithstanding any such subletting, no other and further subletting of the Premises by Subtenant or any person claiming through or under Subtenant shall or will be made except upon compliance with and subject to the provisions of this section. If Sublandlord shall decline to give its consent to any proposed Transfer in circumstances where it has been determined that Sublandlord had the right to do so under this Sublease, then Subtenant shall indemnify, defend and hold harmless Sublandlord against and from any and all loss, liability, damages, costs and expenses (including, but not limited to, reasonable counsel fees) resulting from any claims that may be made against Sublandlord by the proposed assignee or sublessee or by any brokers, finders or other persons claiming a commission, finder's fee or similar compensation in connection with the proposed Transfer. If this Sublease is assigned, or if the Premises or any part thereof is subleased or occupied by anybody other than Subtenant, Sublandlord may, after default by Subtenant beyond applicable notice and grace periods expressly provided for in this Sublease, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Rent herein reserved, but no assignment, subleasing, occupancy or collection shall be deemed a waiver of the provisions of this Sublease, the acceptance of the assignee, subtenant or occupant as Subtenant, or a release of Subtenant from the further performance by Subtenant of covenants on the part of Subtenant contained in this Sublease.

Section 9.5 Excess Compensation. If Prime Landlord and Sublandlord approve a Transfer, then Subtenant shall pay to Sublandlord, immediately upon receipt thereof, 50% of the excess of (1) all compensation and rent received by Subtenant for a Transfer less the costs reasonably incurred by Subtenant with unaffiliated third parties in connection with such Transfer (i.e., brokerage commissions, sublease review and consent fees and tenant finish work) over (2) the Rent under this Sublease allocable to the portion of the Premises covered thereby.

ARTICLE 10
SURRENDER: HOLDOVER

Section 10.1 Surrender of Premises. Subtenant shall at Subtenant's sole expense and no later than the Expiration Date or earlier termination of this Sublease and subject to all of the terms of this Sublease and the Prime Lease, vacate and surrender the Premises to Sublandlord in the condition that Sublandlord is required to surrender the Premises to Prime Landlord under the Prime Lease (including without limitation items that Subtenant is permitted and elects to remove or is required to remove under the provisions of the Prime Lease). Notwithstanding the foregoing, in connection with the surrender of the Premises, Subtenant has no obligation to

remove any alterations existing in the Premises and installed by Sublandlord before the Effective Date.

Section 10.2 Holdover by Subtenant. In addition to the holdover provisions set forth in the Prime Lease, Subtenant shall indemnify and hold harmless Sublandlord for, from, and against any and all liabilities, losses, obligations, damages (direct or indirect), penalties, claims, costs and expenses (including, without limitation, reasonable attorneys' fees and other charges) that are paid, suffered or incurred by Sublandlord as a result of the failure of, or the delay by, Subtenant in so surrendering the Premises including, without limitation, all sums payable by Sublandlord to Prime Landlord, or other liabilities of Sublandlord to Prime Landlord under the Prime Lease resulting from such delay. Notwithstanding anything to the contrary contained in this Sublease, the acceptance of any rent paid by Subtenant shall not preclude Sublandlord from commencing and prosecuting a holdover or summary eviction proceeding.

ARTICLE 11
DEFAULT

Section 11.1 Default. Any act or omission by Subtenant that would constitute a breach or default by the Tenant under the Prime Lease shall constitute a default on the part of Subtenant hereunder. In addition, Subtenant shall be in default under this Sublease in the event: (i) Subtenant fails to pay any installment of Fixed Rent or Additional Rent or any other sum payable by it hereunder; or (ii) Subtenant fails to perform or violates any non-monetary covenant or condition set forth herein and such default or violation continues for 15 days after written notice thereof is delivered to Subtenant (or if such default is of a nature such that it is curable but cannot practicably be cured within 15 days, then, so long as Subtenant commences such cure within the initial 15 days and is diligently taking all steps necessary to effect such cure, Subtenant shall have additional time to effect such cure, not to exceed 30 days, unless such additional time will cause a default to extend past any applicable cure period under the Prime Lease, in which case the cure period under this Sublease shall be shortened to 2 days less than the cure period under the Prime Lease). In the event of any breach or default by Subtenant hereunder or under the Prime Lease, Sublandlord shall have each and all of the rights and remedies afforded Prime Landlord under the Prime Lease. In addition to such rights or remedies afforded to Prime Landlord under the Prime Lease, Sublandlord shall have the right, but not the obligation to cure any such breach or default by Subtenant (and enter upon the Premises in connection therewith if necessary), without being liable for damages, and Subtenant shall thereupon be obligated to reimburse Sublandlord immediately upon demand for all costs (including costs of settlements, defense, court costs and attorneys' fees) that Sublandlord may incur in effecting the cure of such breach or default, plus interest thereon at the interest rate set forth in the Prime Lease.

Section 11.2 Right to Cure Subtenant's Defaults. If Subtenant shall at any time fail to make any payment or perform any other obligation of Subtenant hereunder within the applicable cure period, if any, then Sublandlord shall have the right, but not the obligation, after 10 days' notice to Subtenant, or without notice to Subtenant in the case of any emergency or to avoid a default under the Prime Lease, and without waiving or releasing Subtenant from any obligations of Subtenant hereunder, to make such payment or perform such other obligation of Subtenant in such manner and to such extent as Sublandlord shall deem reasonably necessary, and in

exercising any such right, to pay any reasonable and direct costs and expenses, employ attorneys, and incur and pay reasonable attorneys' fees. Subtenant shall pay to Sublandlord upon demand all sums so paid by Sublandlord and all reasonable and direct costs and expenses of Sublandlord in connection therewith.

ARTICLE 12
PRIME LEASE

Section 12.1 Incorporation of Prime Lease. Subtenant hereby acknowledges and agrees that it has received and reviewed a copy of the Prime Lease. Except as otherwise set forth below, and to the extent consistent with the provisions of this Sublease, the terms, provisions, covenants, and conditions of the Prime Lease are hereby incorporated by reference as if set forth at length herein on the following basis: Subtenant hereby assumes and agrees to perform all of the obligations of Sublandlord under the Prime Lease with respect to the Premises, accruing or payable during the Term in the manner and time required under the Prime Lease. The term "Landlord" therein shall refer to Sublandlord herein, its successors and assigns; the term "Tenant" therein shall refer to Subtenant herein, its permitted successors and assigns; the term "Premises" therein shall refer to the Premises; and the term "Lease" therein shall refer to this Sublease. Notwithstanding anything herein to the contrary, the following sections or articles of the Prime Lease are not incorporated: The term "Premises" as set forth in Section 1.1 (a) except to the extent that the same is applicable to the Premises under this Sublease, and the terms (and any related references) "Service Annex", "Exterior Storage Area", and "Emergency Generator Area", Sections 2.1, 2.2, 2.3, 2.6, and 3.1 (except the first and last sentences of Section 3.1 (d), which are incorporated herein by reference), Article 5, Sections 7.2 (c), 8.1(b), 9.1, 9.6(c), 10.1 (b), 10.1(c), 10.1(d), 10.6, 11.1, 11.2(b), and 11.2(c), lines 8 through 18 of Section 15.1, Article 16, Sections 17.1, 17.15, 17.16, and 17.20, and Exhibit B. In addition, in the event of any conflict between the terms of the Prime Lease and this Sublease, then as between Sublandlord and Subtenant, the terms of this Sublease shall prevail. Any reference in the Prime Lease to the obligations assumed by Subtenant hereunder which accrue during the Term shall survive and extend beyond the termination of this Sublease. This Sublease is subject to the terms, covenants, agreements, provisions, and conditions of the Prime Lease; and the expiration or termination of the Prime Lease shall automatically cause a termination of this Sublease. If Sublandlord receives notice from Prime Landlord that (i) Sublandlord is in default under the Prime Lease and such default would give Prime Landlord the right, immediately or after the lapse of a period of time, to cancel or terminate the Prime Lease, or (ii) the Prime Lease is terminating, then in either event, Sublandlord shall, within three (3) Business Days of receipt of such notice, provide a copy of such notice to Subtenant.

Section 12.2 Landlord Right. In any case where under the Prime Lease, Prime Landlord reserves or is granted any right, including, without limitation, the right to enter the Premises, said right shall inure to the benefit of Prime Landlord as well as Sublandlord with respect to the Premises.

Section 12.3 Consent. In any case where under the Prime Lease the consent or approval of Prime Landlord is required, the consent or approval of both Prime Landlord and Sublandlord shall be required. In determining whether to grant or withhold any consent or approval hereunder, Sublandlord may expressly condition the same upon the consent or approval of Prime

Landlord. If Subtenant requests the consent of Sublandlord under any provisions of this Sublease, then Subtenant shall, as a condition to doing any such act and the receipt of such consent, reimburse Sublandlord for any and all reasonable costs and expenses incurred by Sublandlord in connection therewith, including, without limitation, reasonable attorneys' fees and amounts charged by Prime Landlord.

Section 12.4 Indemnification Under Prime Lease. As of the Effective Date, any provisions in the Prime Lease requiring indemnification by Sublandlord of Prime Landlord (and its partners, shareholders, officers, directors, affiliates, agents, employees and contractors) or releasing Prime Landlord from liability shall be deemed an indemnification or release, as applicable, running from Subtenant to both Prime Landlord and Sublandlord (and their partners, shareholders, officers, directors, affiliates, agents, employees and contractors). Each and every indemnification set forth in this Sublease, or incorporated into this Sublease from the Prime Lease, shall survive the expiration or earlier termination of the Term of this Sublease.

Section 12.5 Time Limits. Wherever there are time limits contained in the Prime Lease (i) calling or allowing for the service of notice by the Tenant thereunder, (ii) pertaining to events of default by the Tenant thereunder, or (iii) within which the Tenant thereunder must perform any act or observe any term, covenant or condition thereunder, the same shall be deemed amended for the purposes of this Sublease to provide for time limits of 3 days less and deadlines that are 3 days earlier than those provided for in the Prime Lease.

Section 12.6 Landlord Covenants, Representations and Warranties. Any covenant, representation, warranty, or other undertaking of Prime Landlord in the Prime Lease shall not be deemed to be made by, or otherwise constitute obligations of, Sublandlord under this Sublease. Sublandlord shall use commercially reasonable efforts to cause Prime Landlord to perform its obligations under the Prime Lease and to assist Subtenant, at Subtenant's sole expense and without liability to Sublandlord, in seeking; (i) such services and rights from Prime Landlord; and (ii) Prime Landlord's consent to any action for which the Prime Lease or this Sublease require Prime Landlord's consent; provided such commercially reasonable efforts shall not require Sublandlord to incur any out-of-pocket expenses to cause Prime Landlord to perform its obligations under the Prime Lease unless Subtenant agrees in writing to pay, and does pay, such expenses as and when incurred.

Section 12.7 Subtenant Action. Subtenant shall not take any action or fail to take any action in connection with the Premises as a result of which Sublandlord would be in violation of any of the provisions of the Prime Lease, and Subtenant hereby agrees to defend, indemnify, and hold Sublandlord harmless from and against all loss, cost, liability, damage, and expense (including, but not limited to, reasonable attorneys' fees and court costs) caused by or arising out of Subtenant's action or inaction as a result of which Sublandlord is alleged and/or determined to be in violation of any of the provisions of the Prime Lease.

Section 12.8 Compliance with Prime Lease. So long as this Sublease is in effect and Subtenant is not in default under this Sublease beyond any cure period expressly provided in this Sublease, Sublandlord shall comply with its obligations under the Prime Lease, the failure of which would reasonably be likely to result in Prime Landlord bringing an action to terminate the Prime Lease.

ARTICLE 13
BROKERAGE

Section 13.1 Representation and Indemnification. Subtenant represents that in the negotiation of this Sublease it has not dealt with any real estate broker or salesman other than Jones Lang LaSalle (“**Subtenant’s Broker**”) and CBRE, Inc. (collectively, the “**Brokers**”), and Subtenant shall indemnify Sublandlord and hold it harmless from any and all losses, damages and expenses arising out of any inaccuracy or alleged inaccuracy of such representation, including court costs and reasonable attorneys’ fees. Sublandlord shall have no liability for brokerage commissions arising out of a sublease or assignment by Subtenant, and Subtenant shall and does hereby indemnify Sublandlord and hold Sublandlord harmless from any and all liability for brokerage commissions arising out of any such sublease or assignment. Sublandlord represents that in the negotiation of this Sublease it has not dealt with any real estate broker or salesman other than the Brokers, and Sublandlord shall indemnify Subtenant and hold it harmless from any and all losses, damages, and expenses arising out of any inaccuracy or alleged inaccuracy of such representation, including court costs and reasonable attorneys’ fees. Sublandlord shall pay a commission to Subtenant’s Broker under a separate agreement.

ARTICLE 14
NOTICES

Section 14.1 Notices. Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

If to Sublandlord:

Covidien
15 Hampshire Street
Mansfield, Massachusetts 02048
Attn: Michael T. Cowhig, Jr.

With a copy to:
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attn: Melissa Smith-Groff, Esq.

If to Subtenant;

Support.com
900 Chesapeake Drive
Redwood City, CA Attn:
Shelly Schaffer

or to such changed address as a party hereto shall designate to the other parties hereto from time to time in writing. Notices shall be (i) personally delivered (including delivery by Federal Express, United Parcel Service or other comparable nation-wide overnight courier service) to the

offices set forth above, in which case they shall be deemed delivered on the date of delivery (or first Business Day thereafter if delivered other than on a Business Day or after 5:00 p.m. Eastern Time to said offices); or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the third day after the date of deposit in the U.S. Mail.

ARTICLE 15
SECURITY DEPOSIT

Section 15.1 Security Deposit. Simultaneously with Subtenant's execution of this Sublease, Subtenant shall deliver to Sublandlord, as security for the faithful performance and observance by Subtenant of all of the terms, covenants, and conditions of this Sublease on Subtenant's part to be performed and observed, a security deposit in the amount of \$37,835.00. If Subtenant defaults with respect to any provision of this Sublease, including payment of the Rent, Sublandlord may use, apply, draw upon or retain all or any part of the Security Deposit to the extent necessary for the payment of any Rent, or to compensate Sublandlord for any other loss, cost or damage which Sublandlord may suffer by reason of Subtenant's default. If any portion of the Security Deposit is so used, applied, or drawn upon, Subtenant shall, within 10 days after notice thereof, deposit cash with Sublandlord in an amount sufficient to restore the Security Deposit to its original amount. Subtenant's failure to do so shall be a breach of this Sublease. Sublandlord shall not, unless otherwise required by law, be required to keep the Security Deposit separate from its general funds, nor pay interest to Subtenant. If Subtenant shall fully and faithfully perform every provision of this Sublease to be performed by it, the Security Deposit or any balance thereof shall be returned to Subtenant (or to the last transferee of Subtenant's interest hereunder) after the expiration of the Term (or sooner termination of this Sublease) and upon Subtenant's vacation of the Premises in accordance with this Sublease. If the Sublease is assigned, then the Security Deposit shall be transferred to the assignee, and thereupon Sublandlord shall be discharged from further liability with respect thereto.

ARTICLE 16
FURNITURE

Section 16.1 Lease of Furniture. In consideration of the obligations of Subtenant under this Sublease, Sublandlord leases to Subtenant the items of furniture and furnishings described and/or identified on Exhibit C attached hereto (the "**Furniture**"). Subtenant agrees to accept the Furniture on the Commencement Date "as is, where is, with all faults", and without representation or warranty of any kind, nature or description relative to the same, including representations concerning merchantability, fitness or fitness for a particular purpose, all of which are hereby expressly disclaimed by Sublandlord and waived by Subtenant. During the Term, Subtenant shall (x) insure the Furniture against loss or damage by fire or other casualty (and all of the provisions of this Sublease applicable to insurance required to be carried by Subtenant shall be applicable thereto) and (y) maintain the Furniture in at least as good a condition and working order as when delivered to Subtenant, subject to reasonable wear and tear and damage by fire or other casualty. Upon request by Sublandlord, Subtenant shall deliver to Sublandlord within 5 Business Days of such request, evidence that Subtenant is maintaining the insurance coverage with regard to the Furniture as required pursuant to this section.

Section 16.2 Transfer of Furniture. As of August 1, 2015 (the "**Furniture Transfer Date**"), and provided Subtenant is not in default under this Sublease, or at Sublandlord's option following a termination of this Sublease before such date, Sublandlord shall be deemed to have transferred, conveyed, and delivered to Subtenant all of the Furniture then in the Premises in its "as is, where is condition, with all faults", and without representation or warranty of any kind, nature or description relative to the same, including representations concerning merchantability, fitness or fitness for a particular purpose. Sublandlord and Subtenant hereby agree that little or no value will be attributable to the Furniture at the time of the transfer of the Furniture to Subtenant and that no part of the Fixed Rent payable by Subtenant hereunder will be attributable to the transfer of the Furniture by Sublandlord to Subtenant. Notwithstanding the foregoing, if sales tax is due to the City of Redwood City or State of California in connection with the transfer of the Furniture to Subtenant under this Sublease ("**Sales Tax**"), Subtenant hereby agrees to pay as and when due such amounts, and Subtenant further agrees to save, defend, indemnify and hold Sublandlord harmless from any obligation for any Sales Tax which may now or hereafter be imposed upon Sublandlord or Subtenant in connection with such transfer of the Furniture, including interest and penalties thereon, and any loss, liability, cost or expense that Sublandlord may incur by reason of Subtenant's failure to pay the Sales Tax in a timely manner. The provisions of the preceding sentence shall survive the expiration or earlier termination of this Sublease. If this Sublease is terminated before the Furniture Transfer Date, as a result of a default by Subtenant, then Sublandlord shall retain ownership of the Furniture (unless Sublandlord elects to have transferred the Furniture to Subtenant as provided above) and Subtenant shall surrender the Furniture to Sublandlord in at least as good a condition and working order as when delivered to Subtenant, subject to reasonable wear and tear and damage by fire or other casualty.

ARTICLE 17

LANDLORD RIGHTS: LIMITATION OF OBLIGATIONS: APPROVAL

Section 17.1 Prime Landlord Rights. Subtenant acknowledges any rights specifically reserved by Prime Landlord under the Prime Lease; and Subtenant further acknowledges that its possession and use of the Premises is subject to such rights. Except as may be otherwise set forth herein, Subtenant hereby releases Sublandlord from all liability in connection with Prime Landlord's exercise of such rights. Sublandlord shall not incur any liability whatsoever to Subtenant for any injury, inconvenience, incidental or consequential damages incurred or suffered by Subtenant as a result of the exercise by Prime Landlord of any of the rights reserved to Prime Landlord under the Prime Lease, nor shall such exercise constitute a constructive eviction or a default by Sublandlord hereunder. Subtenant's obligations to pay Rent and any other charges due under this Sublease shall not be reduced or abated in the event that Prime Landlord fails to provide any service, to perform any maintenance or repairs, or to perform any other obligation of Prime Landlord under the Prime Lease. Notwithstanding anything herein to the contrary, to the extent Sublandlord is entitled to any abatement under the Prime Lease for interruption of any service affecting the Premises during the Term or otherwise under the Prime Lease, Subtenant shall be entitled to the same abatement of Rent on its behalf, but only to the extent that (i) such abatement is actually received by Sublandlord, and (ii) Subtenant is not in default hereunder beyond any applicable cure period expressly provided for in this Sublease.

Section 17.2 Obligations and Liability under Prime Lease. Notwithstanding anything to the contrary contained in this Sublease or the Prime Lease (as incorporated into this Sublease), Subtenant agrees that Sublandlord shall not be obligated to perform, and shall not be liable or responsible for the performance by or failure of performance by Prime Landlord, of any of its obligations under the Prime Lease or under law (including without limitation provide services; comply with any laws or requirements of governmental authorities for the maintenance or operation of the Premises; provide any reimbursements, credits, rebates allowance or other concession or pay any costs; maintain, repair, restore, alter, service or insure the Premises (including without limitation any obligations to rebuild, repair or restore the Premises)); and Subtenant shall have no claim against Sublandlord for any default of the Prime Landlord. Sublandlord does not warrant that any of the services referred to in this Sublease, or any other services that Prime Landlord may supply, will be . free from interruption, and Subtenant acknowledges that any such services may become unavailable or be suspended by reason of accident, repairs, inspections, alterations or improvements, or by delays beyond a party's reasonable control, including without limitation, governmental restrictions or regulations, order of civil or military authority, governmental preemption, strikes, labor disputes, lock-outs, shortage of labor or materials, default of any building or construction contractor. Acts of God., fire, earthquake, floods, explosions, actions of the elements, extreme weather conditions, enemy action, civil commotion, riot or insurrection, fire or other unavoidable casualty.

ARTICLE 18

EFFECTIVENESS: RECOGNITION AGREEMENT

Section 18.1 Consent. This Sublease is expressly conditioned upon Prime Landlord's written consent thereto (the "**Consent**"), and this Sublease shall not take effect unless and until the Consent has been obtained. Promptly following delivery of an executed original of this Sublease by Subtenant to Sublandlord, Sublandlord will request the Consent. In connection with requesting such Consent, Sublandlord shall (i) have no liability to Subtenant in the event that Prime Landlord does not give the Consent, and (ii) not be required to pay any consideration to Prime Landlord in order to obtain such Consent in excess of fees and reimbursements expressly provided for in the Prime Lease (such excess, the "**Additional Compensation**"), or to commence a legal proceeding against Prime Landlord. If Prime Landlord requests or requires to be paid Additional Compensation in order to obtain such Consent, and Sublandlord elects not to pay the same, then Sublandlord shall notify Subtenant, and Subtenant shall have the right (but not the obligation) to pay such Additional Compensation within 10 days after Sublandlord's notice to Subtenant that Sublandlord has elected not to pay the same. Subtenant shall furnish all reasonably requested information and documentation requested by Prime Landlord under the Prime Lease in evaluating the request for the Consent.

Section 18.2 Termination. If the Consent is not obtained within forty five (45) days after the Effective Date, then either party may terminate this Sublease upon written notice at any time prior to Sublandlord obtaining the Consent.

ARTICLE 19
SIGNAGE

Section 19.1 Signage. Notwithstanding anything to the contrary contained in Section 7.5 of the Prime Lease, Subtenant's right to signage within the Building shall be limited to having its name included on the Building monument sign, as well as on any internal directory signs located within the Building, all at Subtenant's sole cost and expense. All such signage shall be subject to the requirements of the Prime Lease and Prime Landlord's approval rights thereunder.

ARTICLE 20
PARKING

Section 20.1 Parking. Subtenant shall be entitled to the non-exclusive and non-reserved use of three (3) automobile parking stalls per 1,000 rentable square feet of space in the Premises. Sublandlord reserves all rights with respect to any designated visitor parking spots described in Section 17.20 of the Prime Lease.

ARTICLE 21
MISCELLANEOUS

Section 21.1 No Recording. Subtenant shall not record this Sublease or any memorandum of this Sublease without the prior written consent of Sublandlord, which consent may be withheld or denied in the sole and absolute discretion of Sublandlord, and any recordation by Subtenant shall be a material breach of this Sublease. Subtenant grants to Sublandlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Sublandlord.

Section 21.2 Waiver of Right to Jury Trial. Sublandlord and Subtenant hereby mutually waive, to the extent permitted by law, the right to a jury trial in any action or legal proceeding between the parties arising out of this Sublease or Subtenant's occupancy of the Premises.

Section 21.3 Integration: Successors and Assigns, etc. This Sublease (including the exhibits hereto which are hereby made a part hereof) contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Sublease shall bind and inure to the benefit of the parties hereto and their respective successors and their respective assigns.

Section 21.4 Time of Essence. Time is of essence in respect of each and every term, covenant and condition of this Sublease.

Section 21.5 Severability. If any of the provisions of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision or provisions to persons or

circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

Section 21.6 Business Days Definition. Any reference to “**Business Days**” means all days except Saturdays, Sundays, and the days on which banking institutions in Redwood City, California are authorized or obligated under law to be closed.

Section 21.7 Representations and Warranties of Subtenant. Subtenant hereby represents and warrants to Sublandlord that (i) each person signing this Sublease on behalf of Subtenant is duly authorized to execute and deliver this Sublease on behalf of Subtenant; and (ii) the execution, delivery and performance of this Sublease has been duly and validly authorized in accordance with the relevant organizational documents of Subtenant.

Section 21.8 Representations and Warranties of Sublandlord. Sublandlord hereby represents and warrants to Subtenant that (i) each person signing this Sublease on behalf of Sublandlord is duly authorized to execute and deliver this Sublease on behalf of Sublandlord; (ii) the execution, delivery and performance of this Sublease has been duly and validly authorized in accordance with the relevant organizational documents of Sublandlord; (iii) the Prime Lease is in full force and effect; and (iv) Sublandlord has not caused any of the circumstances described in Section 14 of the Prime Lease to occur and remain uncured.

Section 21.9 Counterparts. This Sublease may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. The exchange of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

Section 21.10 Recitals. The recitals set forth at the beginning of this Sublease are incorporated into this Sublease by reference as if fully set forth herein.

[Remainder of Page Intentionally Blank; Signatures Appear on Next Two Pages]

SUBLANDLORD:

TYCO HEALTHCARE GROUP LP

By: /s/ Charles Dockendorff

Name: Charles Dockendorff

Title: Vice President

SUBTENANT:

SUPPORT.COM

By: /s/ Josh Pickus

Name: Josh Pickus

Title: President & CEO

Premises

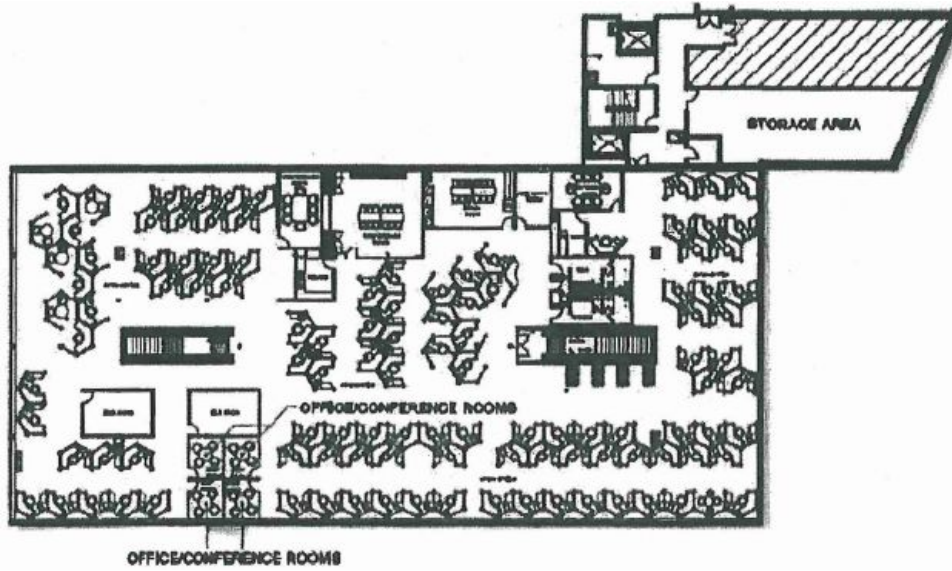


EXHIBIT B

Prime Lease

[See Attached]

Furniture

- Desks: 118
- Chairs: 150
- 2 drawer file cabinets: 114
- 3 drawer file cabinets: 108
- Upright cabinet: 101
- 36" x 32" 2 door cabinet: 17
- Small rectangle red table: 82
- 36" x 48" 3 shelf bookcase: 26
- Small round table: 7
- White 4 drawer lateral file: 3
- HON 4 drawer lateral file: 2
- 36" x 48" 2 door Fire King cabinet: 1
- Black 4 drawer lateral file; 1
- Schwab 5000 4 drawer lateral file: 1
- Gray 5 drawer lateral file: 1
- HON drawer lateral file: 1
- Green 2 door 36" x 48" cabinet; 1
- 5' x 8' oval conference table: 1
- 2'x 6'rectangle table: 3
- 32" x 6' rolling white/ bulletin board: 1

Subsidiaries of Support.com, Inc.

Name of Subsidiary	State or Jurisdiction in which Incorporated or Organized
<u>Foreign Subsidiaries</u>	
SDC Services Canada Inc.	Canada
Support.com India Pvt Ltd	India
Support.com Philippines, Inc.	Philippines

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements (Form S-8 No.'s 333-106276, 333-116602, 333-48726, 333-96623, 333-65964, 333-127299, 333-136408, 333-141383, 333-158541, 333-172230, 333-173802, 333-194426, 333-196118, 333-208545 and 333-213505) pertaining to the Support.com, Inc. Amended and Restated 1998 Stock Option Plan, the Support.com, Inc. 2000 Omnibus Equity Incentive Plan, the Support.com, Inc. 2010 Equity and Performance Incentive Plan (as Amended and Restated), the Support.com, Inc. 2011 Employee Stock Purchase Plan and the Support.com, Inc. 2014 Inducement Award Plan of our report dated March 6, 2017, relating to the consolidated financial statements which appear in this Form 10-K.

/s/ BDO USA, LLP

San Jose, California
March 6, 2017

CHIEF EXECUTIVE OFFICER SECTION 302 CERTIFICATION

I, Richard Bloom, certify that:

1. I have reviewed this Annual Report on Form 10-K of Support.com, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: _____ /s/ RICHARD BLOOM

Richard Bloom

Interim President and Chief Executive Officer

Date: March 6, 2017

STATEMENT OF CHIEF EXECUTIVE OFFICER UNDER 18 U.S.C. § 1350

I, Richard Bloom, the interim Chief Executive Officer of Support.com, Inc. (the "Company"), certify for the purposes of section 1350 of chapter 63 of title 18 of the United States Code that, to the best of my knowledge,

(i) the Annual Report of the Company on Form 10-K for the year ended December 31, 2016 (the "Report"), fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934, and

(ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ RICHARD BLOOM

Richard Bloom

Interim President and Chief Executive Officer

Date: March 6, 2017

A signed original of this written statement required by 18 U.S.C. § 1350 has been provided to Support.com, Inc. and will be retained by Support.com, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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

STATEMENT OF PRINCIPAL FINANCIAL OFFICER UNDER 18 U.S.C. § 1350

I, Richard Bloom, the Principal Financial Officer of Support.com, Inc. (the "Company"), certify for the purposes of section 1350 of chapter 63 of title 18 of the United States Code that, to the best of my knowledge,

(i) the Annual Report of the Company on Form 10-K for the year ended December 31, 2016 (the "Report"), fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934, and

(ii) the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ RICHARD BLOOM

Richard Bloom
Principal Financial Officer

Date: March 6, 2017

A signed original of this written statement required by 18 U.S.C. § 1350 has been provided to Support.com, Inc. and will be retained by Support.com, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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