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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 1, 2018

Synacor, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-33843**	**16-1542712**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

40 La Riviere Drive, Suite 300 **Buffalo, New York**	**14202**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (716) 853-1362

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.02. Results of Operations and Financial Condition.

On August 1, 2018, Synacor, Inc. (the " Company ") issued a press release announcing its financial results for the quarter ended June 30, 2018. The full text of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

This information shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 1, 2018, Synacor, Inc. (the " Company ") announced that William Stuart has resigned as Chief Financial Officer and Secretary of the Company, effective August 1, 2018, and that Timothy Heasley has been appointed as Chief Financial Officer and Secretary, effective August 1, 2018.

In connection with Mr. Heasley's appointment, the Company entered into a new employment offer letter (the " Employment Letter ") with Mr. Heasley, with the following material terms:

- Mr. Heasley will receive an annual base salary of $300,000, with a target annual bonus equal to 50% of his base salary.
- Mr. Heasley will receive an option (the " Promotion Option ") to purchase 175,000 shares of the Company's common stock. If Mr. Heasley continues to serve as Chief Financial Officer as of February 1, 2019, subject to approval of the Company's board of directors or its compensation committee, he will receive an additional option (the " Supplemental Option " and together with the Promotion Option, the " Options ")) to purchase 25,000 shares of the Company's common stock. The Options will vest 25% on May 22, 2019, the one year anniversary of the commencement of Mr. Heasley's employment, and the remainder will vest in equal installments over the next 36 months. In addition, if the Company undergoes a change of control before Mr. Heasley's service with the Company terminates and, within twelve months after such change of control the Company (or the surviving corporation) terminates his employment for any reason other than cause or Mr. Heasley terminates his employment for good reason, then 100% of the then unvested shares subject to the Options will immediately vest and be exercisable. If the Company terminates Mr. Heasley's employment for any reason other than cause or he terminates his employment for good reason, in each case prior to a change of control, then the vested portion of the Options will be determined by adding twelve months to his actual service.
- If Mr. Heasley's employment is terminated by the Company without cause or if he terminates his employment for good reason, and Mr. Heasley signs a release of claims against the Company, then he will be entitled to the following severance: (i) continued payment of his then-annual base salary for twelve months, and (ii) payment of the monthly premium for continued group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for Mr. Heasley and his dependents for up to twelve months. In addition, if such termination of employment occurs after February 1, 2019 and within twelve months following a change of control, then the Company will also pay Mr. Heasley an amount equal to his annual target bonus for the year in which the termination occurs.
- While he is employed by the Company and for one year following the termination of his employment, Mr. Heasley will be subject to non-compete provisions that prohibit him from providing services to, serving in any capacity for, or owning certain interests in an entity that competes with the Company.

The above summary of the Employment Letter is qualified in its entirety by reference to the full text of the Employment Letter, a copy of which is filed as exhibit 10.1 hereto. The Employment Letter supersedes in full Mr. Heasley's prior employment offer letter.

Mr. Heasley joined the Company in May 2018 as Senior Vice President of Finance. From June 2017 to February 2018, Mr. Heasley served as Chief Financial Officer of National Oak Distributors, a national wholesale distributor, where he played a key role in the acquisition of a regional competitor and was responsible for the company's finance, human resources and IT functions. From April 2015 to May 2016, Mr. Heasley served as Chief Financial Officer of Motus Integrated Technologies, a global manufacturer for the automotive industry, where his finance and IT responsibilities included finance team recruitment and oversight of implementation of new financial and management systems. From 2012 to 2014, Mr. Heasley served as Senior Vice President and Chief Financial Officer of Kaydon Corporation (NYSE: KDN), a global manufacturer of specialty products for the industrial, military, aerospace, medical and energy markets. Prior to that, Mr. Heasley served in senior financial roles with Gibraltar Industries (NYSE: ROCK), MRC Industrial Group and SPS Technologies. Mr. Heasley has also served in progressive financial management positions with a diverse group of leading organizations, including Johnson Controls, TRW and Carborundum Company. Mr. Heasley holds an M.B.A. and a B.S. in Accounting from the State University of New York at Buffalo.

The full text of the press release announcing the resignation of Mr. Stuart and the election of Mr. Heasley is attached hereto as Exhibit 99.2.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Employment Letter Agreement between Synacor, Inc. and Timothy Heasley dated August 1, 2018
99.1	Press release issued by Synacor, Inc. dated August 1, 2018
99.2	Press release issued by Synacor, Inc. dated August 1, 2018

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SYNACOR, INC.

Date: August 1, 2018

By: /s/ Himesh Bhise
Himesh Bhise
President and Chief Executive Officer

August 1, 2018

Timothy J. Heasley
18 Sandpiper Court
Orchard Park, NY 14127

Dear Tim:

Synacor, Inc. (the " Company ") is pleased to offer you a promotion, effective as of August 1, 2018 (the " Effective Date "), on the following terms:

1. Position . Your new title will be Chief Financial Officer, and you will continue to report to the Company's Chief Executive Officer, Himesh Bhise. This is a full-time exempt position with a principal place of employment in Buffalo, NY.

2. Cash Compensation . Your annual salary will continue to be administered at the rate of $300,000 per year, payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. Employee Benefits . As agreed upon in your offer letter, signed May 9, 2018, you are eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy. The Company has authorized an additional 1 week (40 hours) of Paid Time Off (PTO) to you, above the standard policy allotment, effective on May 22, 2018, the first day of your employment with the Company. This added week vacation will be awarded each year until you reach your four (4) week tenure PTO allocation.

4. Equity Compensation . Subject to the approval of the Company's Board of Directors (the " Board ") or its Compensation Committee, you will be granted an option to purchase 175,000 shares of the Company's common stock (the " Option "). The exercise price per share of the Option will be determined by the Board or its Compensation Committee when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company's Amended and Restated 2012 Equity Incentive Plan (the " Plan "), as described in the Plan and the applicable Stock Option Agreement. You will vest in 25% of the Option on May 22, 2019, and the balance of the Option will vest in equal monthly installments over the next 36 months. In addition, (a) if the Company undergoes a Change of Control before your service with the Company terminates and within twelve months after such Change of Control you are subject to an Involuntary Termination, then 100% of the then unvested shares of your Option and, if granted, the Supplemental Option (as defined below) will immediately vest and be exercisable and (b) if you are subject to an Involuntary Termination prior to a Change of Control, then the vested portion of your Option and, if granted, the Supplemental Option shall be determined by adding 12 months to your actual service.

Provided that you are actively employed by the Company in the role of Chief Financial Officer on February 1, 2019, you will be granted an additional option to purchase 25,000 shares of the Company's common stock, subject to the approval of the Board or its Compensation Committee, during the next scheduled board meeting following February 1, 2019 (the " Supplemental Option "). You will vest in 25% of the Supplemental Option on May 22, 2019 and the balance will vest in equal monthly installments over the next 36 months.

5. Bonus . Pursuant to your offer letter, signed May 9, 2018, you will continue to be eligible to receive an annual Company target bonus, equivalent to 50% of your annual base salary earnings. The bonus (if any) will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Board or its Compensation Committee. The bonus for a fiscal year will be paid after the Company's books for that year have been closed (but in any event within 2 1/2 months after the close of that fiscal year) but only if you are employed by the Company at the time of payment. The determinations of the Board or its Compensation Committee with respect to your bonus will be final and binding.

6. Severance Pay.

(a) General. If you are subject to an Involuntary Termination, you will be entitled to the benefits described in this Section 6. However, this Section 6 will not apply unless you (i) have returned all Company property in your possession, and (ii) have executed a general release of all claims that you may have against the Company or persons affiliated with the Company. The release must be in a form which is reasonably acceptable to the Company. You must execute and return the release on or before the date specified by the Company in the prescribed form (the " Release Deadline "). The Release Deadline will in no event be earlier than 60 days after your Separation. If you fail to return the release on or before the Release Deadline, or if you revoke the release, then you will not be entitled to the benefits described in this Section 6.

(b) Salary Continuation. If you experience an Involuntary Termination, then (i) the Company will continue to pay your base salary for a period of twelve (12) months after your Separation and (ii) if you are eligible for and properly elect to continue group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (" COBRA ") after your Separation, the Company will pay the monthly premium under COBRA for you and, if applicable, your dependents until the earliest of (x) the end of the period of salary continuation, (y) the expiration of your continuation coverage under COBRA or (z) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment other than self-employment). Your base salary will be paid at the rate in effect at the time of your Separation and in accordance with the Company's standard payroll procedures. The salary continuation payments will commence on the Company's first payroll that occurs on or following the 61st day after your Separation and, once they commence, will include any unpaid amounts accrued from the date of your Separation. Additionally, if you are in active employment with the Company in the role of Chief Financial Officer on February 1, 2019 and you are terminated in a termination which constitutes an Involuntary Termination and occurs on any date which is after February 1, 2019 and within 12 months following a Change in Control, then the Company will also pay you an amount equal to your annual target bonus amount for the year in which the termination occurs, payable in substantially equal installments in accordance with the Company's standard payroll procedures over a twelve-month period.

Notwithstanding the foregoing, if the Company determines in its reasonable discretion that it cannot provide the foregoing subsidy of COBRA coverage without violating or causing the Company to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company instead will pay you a taxable monthly payment, which shall be grossed up for federal and state income and payroll taxes, in an amount equal to the monthly COBRA premium that you would be required to pay to continue the group health coverage in effect on the date of your Separation for you and your dependents pursuant to the Company's health insurance plans in which you and your dependents were participants as of the day of your Separation (which amount shall be based on the premium for the first month of COBRA coverage), which monthly payments (hereinafter " COBRA Substitute Payments ") shall be made regardless of whether you elect COBRA continuation coverage, shall commence on the later of (i) the sixty-first (61 st) day after your Separation, and (II) the effective date of the Company's determination of violation of applicable law, and shall end on the earliest of (x) the effective date on which you become covered by a medical, dental or vision insurance plan of a subsequent employer, and (y) the last day of the period of salary continuation. In addition to the taxable COBRA Substitute Payments which the Company will pay to you pursuant to the preceding provisions of this paragraph, the Company shall pay you an additional amount (such additional amount being hereinafter referred to as the " Gross-Up Payment ") equal to the full amount of all Federal, state and local taxes (hereinafter " Taxes ") payable by you in connection with the Company's payment to you of the taxable monthly COBRA Substitute Payments and the Company's payment to you of the amount of the Gross Up Payment so that the amount of the Gross-Up Payment retained by you is equal to the full amount of the Taxes payable by you in connection with the Company's payment to you of the COBRA Substitute Payments and the Gross Up Payment.

(c) Section 409A. For purposes of Section 409A of the Code, each salary continuation payment under Section 6(b) is hereby designated as a separate payment. If the Company determines that you are a "specified employee" under Section 409A(a)(2)(B)(i) of the Code at the time of your Separation, then (i) the salary continuation payments under Section 6(b), to the extent that they are subject to Section 409A of the Code, will commence on the earlier of (x) the day after the expiration of the six (6) month period measured from the date of your Separation and (y) the date of your death and (ii) the installments that otherwise would have been paid during the delay period described in clause (i) will be paid in a lump sum when the salary continuation payments commence.

(d) Potential Payment Reduction. Notwithstanding any other provisions in this Agreement, in the event that any payment or benefit received or to be received by you (including, without limitation, any payment or benefit received in connection with a Change in Control or the termination of your employment, whether pursuant to the terms of this Agreement or any other plan, program, arrangement or agreement) (all such payments and benefits, together, the "Total Payments") would be subject (in whole or in part) to any excise tax imposed under Section 4999 of the Code, or any successor provision thereto (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, agreement, arrangement or program, the Total Payments shall be reduced (but in no event to less than zero) in the following order to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax: (i) cash payments that do not constitute deferred compensation within the meaning of Section 409A of the Code, (ii) acceleration of vesting of equity and equity-based awards and non-cash benefits that do not constitute deferred compensation within the meaning of Section 409A of the Code and (iii) all other cash payments, acceleration of vesting of equity and equity-based awards and non-cash benefits that do constitute deferred compensation within the meaning of Section 409A of the Code (the payments and benefits in clauses (i), (ii) and (iii), together, the "Potential Payments"); provided , however , that the Potential Payments shall only be reduced if (a) the net amount of the Total Payments, as so reduced (and after subtracting the net amount of federal, state, municipal and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (b) the net amount of the Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income taxes on such Total Payments and the amount of Excise Tax to which you would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). All determination under this Section 6(d) shall be made by a nationally recognized accounting firm or law firm selected by the Company (the "Tax Advisor"). The Company and you will each provide the Tax Advisor access to and copies of any books, records and documents in the possession of the Company or Employee, as the case may be, reasonably requested by the Tax Advisor, and otherwise cooperate with the Tax Advisor in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 6(d).

7. Proprietary Information and Inventions Agreement . The Proprietary Information and Inventions Agreement that you executed in connection with your commencement of employment with the Company, a copy of which is attached hereto as **Exhibit A** , shall continue and the consideration provided for herein is additional consideration for such agreement.

8. Employment Relationship . Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

9. Withholding Taxes . All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or the Board related to tax liabilities arising from your compensation.

10. Interpretation, Amendment and Enforcement . This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the " Disputes ") will be governed by New York law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in New York in connection with any Dispute or any claim related to any Dispute.

12. Definitions . The following terms have the meaning set forth below wherever they are used in this letter agreement:

" **Cause** " means (a) your unauthorized use or disclosure of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company, (b) your material breach of this Agreement or the Proprietary Information and Inventions Agreement between you and the Company, (c) your material failure to comply with the Company's material written policies or rules, (d) your conviction of or your plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State, or (e) your gross negligence or willful misconduct.

" **Change of Control** " means:

(a) the consummation of any merger or consolidation of the Company with or into another corporation other than a merger or consolidation in which the holders of more than 50% of the shares of capital stock of the Company outstanding immediately prior to such transaction continue to hold (either by the voting securities remaining outstanding or by their being converted into voting securities of the Company, or such surviving entity) more than 50% of the total voting power represented by the voting securities of the Company, or such surviving entity, outstanding immediately after such transaction;

(b) the sale, transfer or other disposition of all or substantially all of the Company's assets;

(c) a change in the composition of the Board, as a result of which fewer than 50% of the incumbent directors are directors who either:

(i) Had been directors of the Company on the date 24 months prior to the date of such change in the composition of the Board (the " Original Directors "); or

(ii) Were appointed to the Board, or nominated for election to the Board, with the affirmative votes of at least a majority of the aggregate of (A) the Original Directors who were in office at the time of their appointment or nomination and (B) the directors whose appointment or nomination was previously approved in a manner consistent with this Paragraph (ii); or

(d) Any transaction as a result of which any person is the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing at least 50% of the total voting power represented by the Company's then outstanding voting securities. For purposes of this Subsection (d), the term "person" shall have the same meaning as when used in section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, but shall exclude (i) a trustee or other fiduciary holding securities under an employee benefit plan of the Company and (ii) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company.

A transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction. In addition, a transaction will not constitute a Change of Control unless such transaction also constitutes a "change in control event" as defined in Treasury Regulation 1.409A-3(i)(5).

" **Code** " means the Internal Revenue Code of 1986, as amended.

" **Good Reason** " means the occurrence of any of the following, without your consent (i) a material diminution in your duties, authority, responsibilities or title or a change in your reporting relationship as a result of which you are no longer reporting to the Company's Chief Executive Officer, (ii) a reduction in your then current salary or bonus target opportunity percentage, (iii) the Company's material breach of this Agreement; or (iv) the relocation of your principal place of employment to a location which is more than 50 miles from its current location; provided that (A) you have given written notice to the Company of the facts and circumstances that form the basis for a resignation for Good Reason within 30 days following your knowledge of such facts and circumstances, (B) the Company does not remedy the circumstances constituting Good Reason within 30 business days after receipt of such notice to cure, which cure in the event that it relates to subsection (ii) shall include a retroactive adjustment in compensation, and (C) you resign within 120 days following your knowledge of such facts and circumstances.

" **Involuntary Termination"** a Separation either as the result of (a) your Termination Without Cause or (b) your resignation for Good Reason.

" **Permanent Disability** " means that you are unable to perform the essential functions of your position, with or without reasonable accommodation, for a period of at least 120 consecutive days because of a physical or mental impairment.

" **Termination Without Cause** " means a Separation as a result of a termination of your employment by the Company without Cause.

" **Separation** " means a "separation from service," as defined in the regulations under Section 409A of the Code.

* * * * *

You may indicate your agreement with these terms and accept this promotion by signing and dating both the enclosed duplicate original of this letter agreement. This promotion, if not accepted, will expire at the close of business on August 1, 2018.

Tim, we are very pleased to be presenting you with this promotion! We are confident that your skills, enthusiasm and professionalism will add to Synacor's success while creating the opportunities and rewards that will help you achieve your professional goals. We look forward to you continuing as a key part of our team.

If you have any questions, please call me at (716) 362-3390.

Very truly yours,

SYNACOR, INC.

/S/ ERIN J. JOHNSON
ERIN J. JOHNSON
VICE PRESIDENT, HUMAN RESOURCES

I have read and accept this promotion:

/s/ Timothy J. Heasley
Signature of Timothy J. Heasley

Dated: August 1, 2018

Attachment

Exhibit A: Proprietary Information and Inventions Agreement

SYNACOR

Synacor Delivers 15% YOY Revenue Growth in Second Quarter 2018

- *Q2 revenue increases to $35.9 million, beating guidance*
- *Q2 net loss narrows to $2.6 million and adjusted EBITDA improves to $1.2 million, from a net loss of $3.3 million and adjusted EBITDA of $0.2 million a year ago*
- *Q2 wins include Mediacom renewal, Google renewal and the addition of 110 new Zimbra enterprise and government customers*
- *Recurring and fee-based revenue grew 13% year over year to $14.9 million, driven by Collaboration and Identity platforms*

BUFFALO, N.Y., August 1, 2018 – Synacor, Inc. (Nasdaq: SYNC), the trusted multiscreen technology and monetization partner for video, internet and communications providers, device manufacturers, governments and enterprises, today announced its financial results for the second quarter ended June 30, 2018.

“Strong growth from both software and advertising fueled solid second-quarter revenue,” said Synacor CEO Himesh Bhise. “We increased, revenue 15% year over year to $35.9 million, narrowed our net loss, and delivered adjusted EBITDA of $1.2 million that was up from $0.2 million a year ago.

“We continue to make progress on our initiatives to drive value, and we expanded our cost-reduction program this quarter,” Bhise continued. “We delivered 13% year-over-year growth in recurring and fee-based revenue, driven by our operating focus on our high-margin, recurring-revenue Collaboration and Identity platforms.”

Recent Highlights

- Renewed an expansive deal covering portal, identity and email platforms with Mediacom, a top 10 multichannel video service provider in the U.S.
- Added 110 new Zimbra email enterprise and government customers worldwide.
- Signed agreement to upgrade 3 million email boxes for an ISP in Japan.
- Extended search and advertising relationship with Google through May 2020.
- Made progress in the development of a decentralized app of Zimbra for EOSIO blockchain, which yielded a revenue benefit.

Q2 2018 Financial Results

Revenue : For the second quarter of 2018, revenue was $35.9 million, an increase of 15% versus the second quarter of 2017.

Net Income **:** For the second quarter of 2018, net loss narrowed to $2.6 million, or $(0.07) per share, compared with a net loss of $3.3 million, or $(0.09) per share, in the second quarter of 2017.

Adjusted EBITDA : For the second quarter of 2018, adjusted EBITDA, which excludes stock-based compensation, other income and expense and restructuring costs, increased to $1.2 million, compared with $0.2 million for the second quarter of 2017, which also excluded a capitalized software impairment.

Cash : The Company ended the second quarter of 2018 with $15.0 million in cash and cash equivalents, compared with $16.4 million at the end of the first quarter of 2018.

Guidance

Based on information available as of August 1, 2018, the Company is providing financial guidance for the third quarter of 2018 and affirming full-year 2018 guidance for revenue, net loss and adjusted EBITDA as follows:

- ***Q3 2018 Guidance*** : Revenue for the third quarter of 2018 is projected to be in the range of $37 million to $39 million. The Company expects to report a net loss of $2.2 million to $2.7 million and adjusted EBITDA of $1.5 million to $2.0 million, which excludes stock-based compensation expense of approximately $0.6 million, restructuring costs of approximately $0.8 million, depreciation and amortization of approximately $2.5 million, and tax, interest expense and other income and expense of approximately $0.3 million.
- ***Fiscal 2018 Guidance*** : Revenue for the full year of 2018 is expected to be in the range of $150 million to $155 million. The Company expects to report a net loss in the range of $4.4 million to $8.6 million and adjusted EBITDA in the range of $7 million to $10 million, which excludes stock-based compensation expense of $2.2 million to $2.3 million, restructuring costs of approximately $1.1 million, depreciation and amortization of $10.0 million to $11.1 million, and tax, interest expense, and other income and expense of approximately $1.1 million.

Conference Call Details

Synacor will host a conference call today at 5:00 p.m. ET to discuss the second-quarter 2018 financial results and 2018 financial guidance with the investment community. The live webcast of Synacor's earnings conference call can be accessed at http://investor.synacor.com/events.cfm . To participate, please login approximately ten minutes prior to the webcast. For those without access to the internet, the call may be accessed toll-free via phone at (833) 235-2655, with conference ID 5759236, or callers outside the U.S. may dial (647) 689-4151. Following completion of the call, a recorded webcast replay will be available on Synacor's website. To listen to the telephone replay through August 15, 2018, call toll-free (800) 585-8367, or callers outside the U.S. may dial (416) 621-4642. The conference ID is 5759236.

About Synacor

Synacor (Nasdaq: SYNC) is the trusted technology development, multiplatform services and revenue partner for video, internet and communications providers, device manufacturers, governments and enterprises. Synacor's mission is to enable its customers to better engage with their consumers. Its customers use Synacor's technology platforms and services to scale their businesses and extend their subscriber relationships. Synacor delivers managed portals, advertising solutions, email and collaboration platforms, and cloud-based identity management. www.synacor.com

Non-GAAP Financial Measures

The Company uses certain non-GAAP financial measures in this release. Generally, a non-GAAP financial measure is a numerical measure of a company's performance, financial position or cash flows that either excludes or includes amounts that are not normally excluded or included in the most directly comparable measure calculated and presented in accordance with generally accepted accounting principles (GAAP).

We report adjusted EBITDA because it is a key measure used by our management and Board of Directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short- and long-term operational plans. In particular, the exclusion of certain expenses in calculating adjusted EBITDA can provide a useful measure for period-to-period comparisons of our core business. Accordingly, we believe that adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and Board of Directors.

For a reconciliation of adjusted EBITDA to net loss, the most directly comparable financial measure calculated and presented in accordance with GAAP, please refer to the table "Reconciliation of GAAP to Non-GAAP Measures" in this press release.

Safe Harbor Statement Under the Private Securities Litigation Reform Act of 1995

"Safe Harbor" statement under the Private Securities Litigation Reform Act of 1995: This press release contains forward-looking statements concerning Synacor's expected financial performance including, without limitation, its third-quarter and fiscal year 2018 guidance, the statements and quotations from management and Synacor's strategic and operational plans. The achievement or success of the matters covered by such forward-looking statements involves risks, uncertainties and assumptions. If any such risks or uncertainties materialize or if any of the assumptions prove incorrect, the Company's results could differ materially from the results expressed or implied by the forward-looking statements the Company makes.

The risks and uncertainties referred to above include—but are not limited to—risks associated with: execution of our plans and strategies, including execution against our agreement with AT&T; the pace and degree to which the AT&T portal can be monetized; the loss of a significant customer, including by non-renewal of its contract; our ability to obtain new customers; our ability to integrate the assets and personnel from acquisitions; expectations regarding consumer taste and user adoption of applications and solutions; developments in internet browser software and search advertising technologies; general economic conditions; expectations regarding the Company's ability to timely expand the breadth of services and products or introduction of new services and products; consolidation within the cable and telecommunications industries; changes in the competitive dynamics in the market for online search and digital advertising; the risk that security measures could be breached and unauthorized access to subscriber data could be obtained; potential third party intellectual property infringement claims or other legal claims against Synacor; and the price volatility of our common stock.

Further information on these and other factors that could affect the Company's financial results is included in filings it makes with the Securities and Exchange Commission from time to time, including the section entitled "Risk Factors" in the Company's most recent Form 10-Q filed with the SEC. These documents are available on the SEC Filings section of the Investor Information section of the Company's website at http://investor.synacor.com/ . All information provided in this release and in the attachments is available as of August 1, 2018, and Synacor undertakes no duty to update this information.

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Synacor, Inc.
Condensed Consolidated Balance Sheets
(In thousands)
(Unaudited)

	June 30, 2018	December 31, 2017
Assets		
Current assets:		
Cash and cash equivalents	$ 14,954	$ 22,476
Accounts receivable, net	21,754	31,696
Prepaid expenses and other current assets	5,702	4,516
Total current assets	42,410	58,688
Property and equipment, net	20,400	20,505
Goodwill	15,947	15,955
Intangible assets, net	11,624	12,695
Other long-term assets	623	937
Total Assets	**$ 91,004**	**$ 108,780**
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 16,527	$ 25,931
Accrued expenses and other current liabilities	5,929	7,075
Current portion of deferred revenue	8,443	11,605
Current portion of capital lease obligations	2,364	2,444
Total current liabilities	33,263	47,055
Long-term portion of capital lease obligations	2,188	3,371
Deferred revenue	2,442	3,682
Other long-term liabilities	247	327
Total Liabilities	**38,140**	**54,435**
Stockholders' Equity:		
Common stock	393	396
Treasury stock	(1,893)	(1,881)
Additional paid-in capital	143,720	142,486
Accumulated deficit	(89,152)	(86,627)
Accumulated other comprehensive loss	(204)	(29)
Total stockholders' equity	52,864	54,345
Total Liabilities and Stockholders' Equity	**$ 91,004**	**$ 108,780**

Synacor, Inc.
Condensed Consolidated Statements of Operations
(In thousands except share and per share amounts)
(Unaudited)

	Three months ended June 30, 2018	Three months ended June 30, 2017	Six months ended June 30, 2018	Six months ended June 30, 2017
Revenue	$ 35,923	$ 31,216	$ 68,838	$ 57,756
Costs and operating expenses:				
Cost of revenue (1)	18,256	14,462	33,473	27,024
Technology and development (1)(2)	6,069	6,904	12,756	14,202
Sales and marketing (2)	6,904	6,185	12,840	12,846
General and administrative (1)(2)	4,320	4,361	9,337	8,325
Depreciation and amortization	2,444	2,224	4,879	4,408
Total costs and operating expenses	37,993	34,136	73,285	66,805
Loss from operations	(2,070)	(2,920)	(4,447)	(9,049)
Other income (expense)	(133)	67	(14)	73
Interest expense	(88)	(114)	(185)	(201)
Loss before income taxes	(2,291)	(2,967)	(4,646)	(9,177)
Income tax provision	293	309	313	755
Net loss	$ (2,584)	$ (3,276)	$ (4,959)	$ (9,932)
Net loss per share:				
Basic	$ (0.07)	$ (0.09)	$ (0.13)	$ (0.29)
Diluted	$ (0.07)	$ (0.09)	$ (0.13)	$ (0.29)
Weighted average shares used to compute net loss per share:				
Basic	38,823,056	37,284,973	38,808,690	34,228,367
Diluted	38,823,056	37,284,973	38,808,690	34,228,367

Notes:

(1) Exclusive of depreciation and amortization shown separately.

(2) Includes stock-based compensation as follows:

	Three months ended June 30, 2018	Three months ended June 30, 2017	Six month ended June 30, 2018	Six month ended June 30, 2017
Technology and development	$ 134	$ 206	$ 268	$ 414
Sales and marketing	126	190	264	358
General and administrative	277	280	558	551
	$ 537	**$ 676**	**$1,090**	**$1,323**

Synacor, Inc.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Cash Flows from Operating Activities:		
Net loss	$ (4,959)	$ (9,932)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	4,879	4,408
Capitalized software impairment	—	256
Stock-based compensation expense	1,090	1,323
Provision for deferred income taxes	(119)	219
Increase in estimated value of contingent consideration	—	107
Change in operating assets and liabilities net of effect of acquisition:		
Accounts receivable, net	9,942	9,611
Prepaid expenses and other assets	(882)	(136)
Accounts payable	(9,479)	(3,132)
Accrued expenses and other liabilities	(1,107)	(3,436)
Deferred revenue	(1,946)	(764)
Net cash used in operating activities	**(2,581)**	**(1,476)**
Cash Flows from Investing Activities:		
Purchases of property and equipment	(3,978)	(3,576)
Net cash used in investing activities	**(3,978)**	**(3,576)**
Cash Flows from Financing Activities:		
Net proceeds from offering of common stock	—	20,046
Repayments of long-term debt	—	(5,000)
Repayments on capital lease obligations	(867)	(701)
Proceeds from exercise of common stock options	103	786
Purchase of treasury stock and shares received to satisfy minimum tax withholding liabilities	(12)	(117)
Deferred acquisition payment	—	(1,300)
Net cash (used in) provided by financing activities	**(776)**	**13,714**
Effect of exchange rate changes on cash and cash equivalents	(187)	6
Net (decrease) increase in Cash and Cash Equivalents	(7,522)	8,668
Cash and Cash Equivalents at beginning of period	22,476	14,315
Cash and Cash Equivalents at end of period	**$14,954**	**$22,983**

Synacor, Inc.
Reconciliation of GAAP to Non-GAAP Measures
(In thousands)
(Unaudited)

The following table presents a reconciliation of net loss to adjusted EBITDA for each of the periods indicated:

	Three months ended June 30,		Six months ended June 30,	
	2018	**2017**	**2018**	**2017**
Reconciliation of Adjusted EBITDA:				
Net loss	$(2,584)	$ (3,276)	$(4,959)	$(9,932)
Income tax provision	293	309	313	755
Interest expense	88	114	185	201
Other expense (income)	133	(67)	14	(73)
Depreciation and amortization	2,444	2,224	4,879	4,408
Capitalized software impairment	—	256	—	256
Stock-based compensation expense	537	676	1,090	1,323
Restructuring costs	268	—	268	—
Adjusted EBITDA	**$ 1,179**	**$ 236**	**$ 1,790**	**$(3,062)**

Exhibit 99.2

SYNACOR

Synacor Appoints Tim Heasley as
Chief Financial Officer

Succeeds Bill Stuart, Who is Retiring

BUFFALO, N.Y. August 1, 2018 – Synacor, Inc. (NASDAQ: SYNC) today announced the appointment of Tim Heasley as Chief Financial Officer effective today. He succeeds Bill Stuart, who is retiring on August 17 th , after a brief transition period. Heasley, who joined Synacor as senior vice president of finance in May 2018, has been chief financial officer of three mid-market companies during his 30-plus-year career as a financial executive. Based in Buffalo, he will report to Synacor CEO Himesh Bhise.

"Tim's financial acumen and his experience as a public company chief financial officer make him a strong executive to lead Synacor's financial function," said Bhise. "During his time at Synacor, Tim has already demonstrated the ability to lead our finance function. The board and I look forward to working with him as we execute on our strategy to drive shareholder value."

"On behalf of the board and the team at Synacor, I would also like to extend our gratitude to Bill for his many contributions to Synacor during the past seven years. He has played an important role in our transformation. We wish him well in his retirement," concluded Bhise.

"I am excited to be working with the talented team at Synacor," said Heasley. "I have been at Synacor for two months, and I am more excited now about Synacor's products and the value and growth opportunity of the business than when I started. I look forward to partnering with Himesh and the team to execute on our growth strategy and deliver on our financial goals."

Prior to joining Synacor, Heasley served as CFO of National Oak Distributors, a national wholesale distributor. From 2015 to 2016, he was CFO of Motus Integrated Technologies, a global manufacturer for the automotive industry. He previously was CFO of Kaydon Corp. (NYSE: KDN) and served in senior finance roles with Gibraltar Industries (NYSE: ROCK), MRC Industrial Group and SPS Technologies. Heasley has also served in progressive financial management positions with a diverse group of leading organizations, including Johnson Controls, TRW and the Carborundum Company.

Heasley holds an MBA and a B.S. in Accounting from the State University of New York at Buffalo. He has received several certifications including Certified Public Accountant (CPA), Certified Management Accountant (CMA), and Certified in Financial Management (CFM).

About Synacor

Synacor (Nasdaq:SYNC) is the trusted technology development, multiplatform services and revenue partner for video, Internet and communications providers, device manufacturers, governments and enterprises. Synacor's mission is to enable its customers to better engage with their consumers. Its customers use Synacor's technology platforms and services to scale their businesses and extend their subscriber relationships. Synacor delivers managed portals, advertising solutions, email and collaboration platforms, and cloud-based identity management. www.synacor.com

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Filings section of the Investor Information section of Synacor's website at http://investor.synacor.com/ . All information provided in this release is available as of August 1, 2018, and Synacor undertakes no duty to update this information.

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